Green Palm Oil Plantation Co., Ltd.

The Chairman
Myanmar Investment Commission
Yangon.
The Republic of the Union of Myanmar

Date: 29 October 2018

Subject : Submission of the amended investment proposal of Green Palm Oil Plantation Company Limited ("**the Company**").

Reference : Myanmar Investment Commission's Letter No. MaYaKa-2/Kha-027/2018(379).

Dear Sir,

Green Palm Oil Plantation Company Limited ("**GPO**" or the "**Company**") is a company incorporated under the laws of the Republic of the Union of Myanmar with a Certification of Incorporation No. 169FC/2017-2018 dated 26 May 2017.

GPO has submitted its investment proposal ("**Proposal**") to Myanmar Investment Commission ("**MIC**") and the Proposal was reviewed and accepted during the Proposal Assessment Team meeting no. 23/2018 held on 13 August 2018 ("**PAT meeting**"). Pursuant to PAT meeting and the above-mentioned MIC letter, GPO will need to amend the proposal and submit the additional information and documents.

Therefore, by this letter, we would like to submit the amended Proposal and required documents to MIC including:

(a) Amended Form 2 of Proposal

(b) Amended Annex- 5

(c) Amended Land Lease Agreement

We would like to require for your review and prompt approval of our Proposal. We thank you for your consideration

Yours faithfully,

Signature: ......................................

Name: Mr. Prapol Phornprapha

Managing Director

# Green Palm Oil Plantation Co. Ltd.

(Incorporated in the Republic of the Union of Myanmar)

Date:

The Chairman
The Myanmar Foreign Investment Commission
Yangon
The Republic of the Union of Myanmar

**Subject: Proposal from the Promoter for a project in Myanmar**

Your Excellency,

Green Palm Oil Plantation Company Limited ("**the Company**") is a company incorporated in Myanmar as a joint venture company.

The Company is owned by four shareholders - Sing Khon Palm Oil Pte. Ltd, with a shareholding ratio of 94.98%, represented by Mr. Prapol Phornprapha; Kyaw Maw 19 Enterprise Manufacturing Co., Ltd, with a shareholding ratio of 5%, represented by Kyaw Min Lwin and other two Thai citizens who hold 0.01% shareholding ratio each.

The company will carry out the Cultivation of oil palm nursery, operation of oil palm plantation and sale of oil palm fruit. The investment will be promoted by Mr. Prapol Phornprapha on behalf of the Company.

**Investment in Myanmar**

The Company sees a significant opportunity to increase and develop palm oil industry in Myanmar; hence the Company has decided to develop a palm oil plantation of 3895 acres in Tanintharyi Region, Myanmar ("**the Project**").

With the Company's expertise and its knowledge of techniques, the Company will contribute to Myanmar through Technology & Knowledge Transfer. The investment also creates major employment opportunities, foreign exchange earnings, etc.

***Benefits of the Company's investment***

The Company will be deploying a total investment of US$9,758,750 over a 5-year period.

The investment will directly and indirectly create about 399 jobs since first year in which 394 is local employees. The investment will also develop a strong base of technically-skilled manpower working with internationally-recognized processes and practices.

In addition to the Project, the Company also planned its business expansion by year 2023 to develop the two connected areas of palm oil plantation. The company has processed initial survey of these two areas. The estimated area of Project Land number 2 is 4,138 acres and the estimated area of Project Land number 3 is 3,706 acres. Total estimated area for 3 Project Lands is 11,739 acres in which total amount of investment planned is US$ 24.998 million. This would generate local employment to Tanintharyi Region for 1,188 jobs and would indirectly create government's income from tax collection.

Address: Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar
Tel: +95 1371902 E-mail: green.palmoil.pte@.gmail.com

Green Palm Oil

# Green Palm Oil Plantation Co. Ltd.

(Incorporated in the Republic of the Union of Myanmar)

**Community approach**

The Company pays the highest attention to Corporate Social Responsibility ("CSR"), and multiple approaches will be employed for the best interests of both the community and the project. CSR has become an essential aspect of businesses today and is also a core concept that needs to be incorporated in an organization to ensure that it can compete with other international organizations.

**Revenue for Myanmar Goverment**

As projected, it is estimated that the Company will pay tax revenue to the Myanmar government over a 25-year period of approximately US$9.90 million (this is including the seven-year tax holiday as per the Myanmar Investment Law).

We greatly appreciate your consideration and look forward to your favorable reply.

Yours faithfully,

Green Palm Oil

Signature: ........................................
Name: Mr. Prapol Phornprapha
Promoter
Green Palm Oil Planation Company Limited

Form (2)

## Proposal Form

To,

**Chairman**

**Myanmar Investment Commission**

Reference No.
Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-

(a) Name **Mr. Prapol Phornprapha**

(b) Father's name **Mr. Chumpol Phornprapha**

(c) ID No./National Registration Card No./Passport No. **AA3022604**

(d) Citizenship **Thai**

(e) Address:

(i) Address in Myanmar

(ii) Residence abroad **102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand**

(f) Phone/Fax

(g) E-mail address

(h) Name of principle organization **Sing Khon Palm Oil Ptd. Ltd.**

(i) Type of Business **Palm Oil Plantation**

(j) Principle company's address **1003 Bukit Merah Central #06-39, Singapore 159836**

2. If the investment business is formed under Joint Venture, partners' :- **See annex 1 for details**

(a) Name **Kyaw Min Lwin**

(b) Father's name **U Thaung Sein**

(c) ID No./ National Registration Card No./Passport No. **12/Ahsana(N)060198**

(d) Citizenship

(e) Address:

(i) Address in Myanmar: **Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon.**

(ii) Residence abroad: **84/89, Fifty Fifth Tower Condo, Sukhumvit 55 (Tonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand**

(f) Parent company: **Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.**

(g) Parent company's address: **Room (1001), Building No. (Nga), Pearl Condo, Kabaaye Pagoda Road, Bahan Township, Yangon, Myanmar**

**Note:** The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;:- **N/A**

(a) Name ..........

(b) Name of Contact Person ..........
(if applicant is business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No./National Registration Card No./Passport No. ..........

(d) Citizenship ..........

(e) Address in Myanmar ..........

(f) Phone/fax: ..........

(g) E-mail: ..........

4. Type of proposed investment business:-
**Cultivation of oil palm nursery, oil palm plantation and sales of oil palm fruit**

5. Type of business organization to be formed:-

☐ One Hundred Percent ☒ Joint Venture (To attached the draft of JV agreement)

☐ Type of Contractual basis (To attached contract (agreement) draft)

6. List of shareholders

| No | Name of Shareholder | Citizenship | Share Percentage |
|---|---|---|---|
| 1 | Sing Khon Palm Oil Pte. Ltd. | Singapore | 94.98% |
| 2 | Kyaw Maw 19 Enterprise Manufacturing Co., Ltd. | Myanmar | 5.00% |
| 3 | Mr. Prapol Phornprapha | Thai | 0.01% |
| 4 | Mr. Kawee Nganthavee | Thai | 0.01% |

7. Particulars relating to company incorporation

(a) Authorized capital **US$ 10,000,000 million**

(b) Type of share **Ordinary shares**

(c) Number of shares **100,000 shares**

**Note**: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7 **See section 2**

8. Particulars of Paid-up Capital of the investment business

| | | US$ (Million) |
|---|---|---|
| (a) | Amount/percentage of local capital to be contributed | 0.10 |
| (b) | Amount/percentage of foreign capital to be brought in | 1.86 |
| c. | Loan | 7.80 |
| | **Total** | **9.76** |

(c) Annually or period of proposed capital to be brought in
**5 Years**

(d) Value/Amount of investment
**US$ 9,758,750**

(e) Investment period **30 years + 10 + 10**

(f) Construction/Preparation period **3 year**

**Note:** Describe with annexure if it is required for the specific condition in regard to the Pargraph 8 (e )

9. Detail list of foreign capital to be brought in -

| | | Foreign Currency (US$ million) | Equivalent Kyat (Million) |
|---|---|---|---|
| (a) | Foreign currency (in Cash) | **2.84** | **4,260.82** |
| | *Equity* | *0.94* | *1,414.82* |
| | *Loan* | *1.90* | *2,846.00* |
| (b) | Machinery and equipment | **3.75** | **5,625.01** |
| | *Equity* | - | - |
| | *Loan* | *3.75* | *5,625.01* |
| | (to enclose detail list) | | |

| | USD (Million) | Kyat (Million) |
|---|---|---|
| (c) The value of initial raw materials and other similar materials | **3.07** | **4,605.30** |
| Equity | *0.92* | *1,378.19* |
| Loan | *2.15* | *3,227.11* |
| (to enclose detailed list) | | |
| (d) Value of license, intelletual property, industrial design, trade mark, patent, etc. | | |
| (e) Value of technical know-how | | |
| (f) Others (eg: Construction materials) | | |
| **Total** | **9.66** | **14,491.13** |

**Remark:** The evidence of permission shall be submitted for the above paragraph 9 (d) and (e)

10. Details of local capital to be contributed -

| | **USD (Million)** | **Kyat (Million)** |
|---|---|---|
| (a) Amount | **0.10** | **147** |
| (b) Value of machinery and equipment (to enclose detailed list) | | |
| (c) Value of rental rate of land and buildings | | |
| (d) Cost of building construction | | |
| (e) Value of furniture and assets (to enclose detailed list) | | |
| (f) Value of initial raw material (to enclose detailed list) | | |
| (g) Others (local loan) | | |
| **Total** | **0.10** | **147** |

11. Particulars of Loans -

* Loan (local) **N/A** Kyats
  ...... US$
* Loan (abroad) **7,798,750** US$

12. Particulars about the Investment Business - Annex 5b

(a) Investment location(s)/place

No.9.O.S.S, Thein Khun Villeage, Tanintharyi Township, Myeik District, Tanintharyi Region.

(b) Type and area requirement for land or land and building

(i) Location No.9.O.S.S, Thein Khun Villeage, Tanintharyi Township, Myeik District, Tanintharyi Region

(ii) Area and number of land/buildi 3895 + 100 acres (16167191.41 Sqm)

(iii) Owner of the land U Kyaw Min Lwin

(aa) Name/company/department Kyaw Maw 19 Enterprise Manufacturing Co., Ltd

(bb) National Registration Card No. 12/Ahsana(N)060198

(cc) Address Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangoon.

(iv) Type of land Vacant, Fallow and Virgin Land

(v) Period of land lease contract 30 years + 10 + 10

(vi) Lease period From 2018 To 2048

(vii) Lease rate

(aa) Land US$ 243 x 3995=US$ 970785

(bb) Building

(viii) Ward

(ix) Township Tanintharyi Township

(x) State/Region Tanintharyi Region

(xi) Lessee

(aa) Name/ Name of Company/ Department Green Palm Oil Plantation Co., Ltd

(bb) Father's name

(cc) Citizenship Myanmar

(dd) ID No./Passport No. 169FC/2017-2018 (YGN)

(ee) Residence Address Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road & 27th Street, Pabedan Township, Yangon, Myanmar

**Note:** The following documents have to be enclosed for above Paragraph 12 (b)

(i) to enclose land ownership and ownership evidences (except industrial zone) and land map;

(ii) land lease agreement (draft);

(c) Requirement of building to be constructed; N/A

(i) Type / number of building N/A

(ii) Area

(d) Annual products to be produced/Services $ 3,963,400.00

(e) Annual electricity requirement ............ 926,079.00 Kilowatt-Hour

(f) Annual requirement of water supply ............ 29,127,000.00 Litre

13. Detail information about financial standing - **Please see annex 1 for details**

(a) Name/company's name: **Sing Khon Palm Oil Pte. Ltd., Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.,Mr. Prapol Phornprapha, Mr. Kawee Nganthavee** ............

(b) ID No./National Registration Card No./Passport No. ............

(c) Bank Account No. ............

**Remark:** To enclose bank statement from resident country or annual audit report of the priciple company with regard to the above paragraph 13

14. List of Employment:- **Annex 7**

| Item | Designation/Rank | Citizen | Foreigner | Total |
|---|---|---|---|---|
| a | Senior management (Managers, senior officials) | | 1 | 1 |
| b | Other management level (Except from senior management) | | 1 | 1 |
| c | Professionals | | | 0 |
| d | Technicians | | 2 | 2 |
| e | Advisors | | 1 | 1 |
| f | Skilled Labour | | | 0 |
| h | Workers | 394 | | 394 |
| **Total** | | **394** | **5** | **399** |

The following information shall be enclosed:-

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not

☒ Land Rights Authorisation Application

☒ Tax Incentive Application

16. Describe with annexure the summary of proposed investment

Green
Palm Oil

Signature of the applicant ..............................

Name: **Mr. Prapol Phornprapha**

Title: Promoter

Department/Company: Green Palm Oil Plantation Co., Ltd

(Seal/Stamp)

Date: ..............................

**Summary of Proposed Investment (Rule 38)**

1. Please describe any other person who has a significant direct or indirect interest in the investment.

(a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

| | | |
|---|---|---|
| (1) | Name | Sing Khon Palm Oil Pte. Ltd. |
| (2) | Address | 1003 Bukit Merah Central #06-39, Singapore 159836 |
| (3) | Company Registration No. or N.R.C No./Passport No. | |

(b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of the companies: **N/A**

(1) ..........

(2) ..........

(3) ..........

2. This principal location or locations of the investment: Thein Khun Villeage, Myeik District, Tanintharyi Township, Tanintharyi Region

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: Promoted sector

4. The proposed amount of the investment (in Kyat and US$): **$ 9,758,750**; **MMK 12,881,550,000**

5. A description of the plan for the implementation of the investment including expected timetable:

(a) Construction or Preparatory Period (Describe MM/YY): Aug-21

(b) Commerical Operation Date (Describe MM/YY): Aug-21

6. Number of employees to be appointed:

| | | |
|---|---|---|
| (a) | Local | 394 |
| (b) | Foreign (Expert/Technician) | 5 |

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

| | | |
|---|---|---|
| (a) | Capital in-cash to be brought in | US$ 4,588.55 ~ MMK 6,056,886 |
| (b) | Capital in-kind to be brought in | US$ 5,170.21 ~ MMK 6,824,676 |

**note: the total amount above is inclusive of shareholder loan*

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

ပုံစံ(၂)

# အဆိုပြုလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ၊ ရက်၊ လ၊ ၂၀၁၈ ခုနှစ်။

ကျွန်တော် / ကျွန်မသည် မြန်မာနိုင်ငံသားများ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့် အညီ ပြည်ထောင်စု မြန်မာနိုင်ငံတော် အတွင်း ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုမိန့် ထုတ်ပေးပါရန် အောက်ပါ အချက်အလက်များကိုဖော်ပြ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံလိုသူ၏-

(က) အမည် Mr. Prapol Phornprapha

(ခ) အဖအမည် Mr. Chumpol Phornprapha

(ဂ) နိုင်ငံသား စိစစ်ရေးကတ်အမှတ် / အမျိုးသားမှတ်ပုံတင်အမှတ် AA3022604

(ဃ) နိုင်ငံသား Thai

(င) နေရပ်လိပ်စာ

(၁) ပြည်တွင်း

(၂) ပြည်ပ 102 Soi Sukhumvit 55(Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand.

(စ) တယ်လီဖုန်း ဖက်စ်

(ဆ) အီးမေးလ်လိပ်စာ

(ဇ) ပင်မကုမ္ပဏီအမည် Sing Khon Palm Oil Pte. Ltd.

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ 1003 Bukit Merah Central
#06-39, Singapore 159836

(ည) လုပ်ငန်းအမျိုးအစား Palm Oil Plantation

၂။ ဖက်စပ်ပြုလုပ်ရင်းနှီးမြှုပ်နှံလိုပါက ရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့်သူများ၏ -

(က) အမည် U Kyaw Min Lwin

(ခ) အဖအမည် U Thaung Sein

(ဂ) နိုင်ငံသား စိစစ်ရေးကတ်အမှတ် အမျိုးသားမှတ်ပုံတင်အမှတ် 12/Ahsana(N)060198

(ဃ) နိုင်ငံသား Myanmar

(င) နေရပ်လိပ်စာ

(၁)ပြည်တွင်း Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut Tsp, Yangon.

(၂) ပြည်ပ 84/89, Fifty Fifth Tower Condo, Sukhumvit 55 (Tonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand.

(စ) ပင်မကုမ္ပဏီအမည် Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ Room(1001), Building No.(Nga), Pearl Condo, Kabaaye Pagoda Road, Bahan Township, Yangon, Myanmar.

**မှတ်ချက်** အထက်အပိုဒ် ၁၂ တို့နှင့် စပ်လျဉ်း အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန်

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်း နှင့် ငွေရေးကြေးရေး ဆိုင်ရာအထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏

(က) အမည် NA

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက )

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် နေရပ်လိပ်စာ

(စ) တယ်လီဖုန်း ဖက်စ်

(ဆ) အီးမေးလ်လိပ်စာ

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား
ဆီအုန်းပင်များကို စိုက်ပျိုးခြင်း၊ ဆီအုန်းစိုက်ခင်းလုပ်ငန်းများ ဆောင်ရွက်ခြင်း နှင့် ဆီအုန်းသီးနှံများရောင်းချခြင်းလုပ်ငန်း။

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

* ရာနိုင်နှုန်းပြည့် *√ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန် )

* အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန် )

၆။ အစုရှယ်ယာရှင်များစာရင်း

| စဉ် | အစုရှယ်ယာရှင်အမည် | နိုင်ငံသား | အစုရှယ်ယာပိုင်ဆိုင်မှု % |
|---|---|---|---|
| 1 | Sing Khon Palm Oil Pte., Ltd. | Singapore | 94.98% |
| 2 | Kyaw Maw 19 Enterprise Manufacturing Co., Ltd. | Myanmar | 5.00% |
| 3 | Mr. Prapol Phornprapha | Thai | 0.01% |
| 4 | Mr. Kawee Nganthavee | Thai | 0.01% |

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း US$ 10,000,000 Million

(ခ) အစုရှယ်ယာအမျိုးအစား Ordinary shares

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ 100,000 shares

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်းပူးတွဲတင်ပြရန်

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

| | ကျပ် US$(သန်းပေါင်း) | |
|---|---|---|
| (က) ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ ရာခိုင်နှုန်း | 0.10 | |
| (ခ) နိုင်ငံခြားမှယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ ရာခိုင်နှုန်း | 1.86 | |
| (ဂ) ချေးငွေ | 7.80 | |
| စုစုပေါင်း | 9.76 | |

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့်အခြေအနေ ယူဆောင်လာမည့်ကာလ
5 Years

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး ပမာဏ
**USD 9,758,750**

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း **30 Years**

(စ) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်လိုသည့်ကာလ သို့မဟုတ်ပြင်ဆင်မှုကာလ **3 Year**

မှတ်ချက်။ အပိုဒ် ၈(င)နှင့် စပ်လျဉ်း၍ခြားသည့် အခြေအနေရှိပါကနောက်ဆက်တွဲဖြင့် ဖော်ပြလာပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း -

| | နိုင်ငံခြားငွေ (သန်းပေါင်း) | ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း) |
|---|---|---|
| (က) နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု (ငွေရင်း) | 2.84 | 4,260.82 |
| ရင်းနှီးငွေပမာဏ | 0.94 | 1,414.82 |
| ချေးငွေ | 1.90 | 2,846.00 |
| (ခ) စက်ပစ္စည်းများ၊ စက်ကိရိယာများ | 3.75 | 5,625.01 |
| ရင်းနှီးငွေပမာဏ | - | - |
| ချေးငွေ | 3.75 | 5,625.01 |

(အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန် )

| | | |
|---|---|---|
| (ဂ) ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် | 3.07 | 4,605.30 |
| အခြားအလားတူပစ္စည်းများ၏ တန်ဖိုးပမာဏ | | |
| ရင်းနှီးငွေပမာဏ | 0.92 | 1378.19 |
| ချေးငွေ | 2.15 | 3227.11 |
| (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်) | | |
| (ဃ) လိုင်စင်၊တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့် စသည့်အသိဉာဏ်ဆိုင်ရာပစ္စည်းများကိုတန်ဖိုးဖြတ်နိုင်သောအခွင့်အရေးများ၏ တန်ဖိုးပမာဏ | | |
| (င) ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ | | |
| (စ) အခြား(ဥပမာ-ဆောင်လုပ်ရေးလုပ်ငန်းသုံးပစ္စည်းများ) | | |
| **စုစုပေါင်း** | **9.66** | **14,491.13** |

မှတ်ချက်။ အပိုဒ် ၉(ဃ)(င)တို့နှင့်စပ်လျဉ်း အသုံးပြုခွင့်အထောက်အထားများ ပူးတွဲတင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း -

| | USD(Million) | ကျပ်(သန်းပေါင်း) |
|---|---|---|
| (က) ငွေပမာဏ | 0.10 | 147 |
| (ခ) စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်) | | |
| (ဂ) မြေ အဆောက်အအုံ တန်ဖိုး သို့မဟုတ် ငှားရမ်းခ | | |
| (ဃ) အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ် | | |
| (င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်) | | |
| (စ) ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်) | | |
| (ဆ) အခြား | | |
| **စုစုပေါင်း** | **0.10** | **147** |

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ

* ပြည်တွင်းချေးငွေ **NA** **ကျပ်**

**အမေရိကန်ဒေါ်လာ**

* ပြည်ပချေးငွေ **7,798,750** **အမေရိကန်ဒေါ်လာ**

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ (များ) တည်နေရာ

No.9.O.S.S,Thein Khun Villeage, Tanintharyi Township, Myeik District, Tanintharyi Region.

(ခ) မြေ သို့မဟုတ်မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ No.9.O.S.S,Thein Khun Villeage, Tanintharyi Township, Myeik District, Tanintharyi Region.

-၂ မြေ အဆောက်အအုံအကျယ်အဝန်းအရေအတွက်

3895 +100 Acres (16167191.41 Sqm)

(၃) လက်ရှိပိုင်ဆိုင်သူ U Kyaw Min Lwin

(ကက) အမည် ကုမဏီအမည် ဌာန Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် 12/Ahsana(N) 060198

(ဂဂ) နေရပ်လိပ်စာ Building-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut Tsp, Yangon

(၄) မြေအမျိုးအစား Vacant, Fallow and Virgin Land

(၅) မြေငှားဂရန် ခွင့်ပြုကာလ 30 years+10+10

(၆) မြေငှားဂရန် ခွင့်ပြုကာလ 2018 မှ

(၇) ငှားရမ်းခနှုန်းထား

(ကက) မြေ **US$ 243 x 3995=US$ 970785**

(ခခ) အဆောက်အအုံ -

(၈) ရပ်ကွက်

(၉) မြို့နယ် Tanintharyi Township

(၁၀) ပြည်နယ် တိုင်းဒေသကြီး Tanintharyi Region

-၁၁ ငှားရမ်းမည့်ပုဂ္ဂိုလ်

(ကက) အမည် ကုမဏီအမည် ဌာန Green Palm Oil Plantation Co., Ltd.

(ခခ) အဖအမည်

(ဂဂ) နိုင်ငံသား Myanmar

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ် နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် Green Palm Oil Plantation Co., Ltd 169FC/2017-2018(YGN)

(ငင) နေရပ်လိပ်စာ Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road & 27th Street, Pabedan Township,

မှတ်ချက်။ အပိုဒ်၁၂(ခ) နှင့်စပ်လျဉ်း အောက်ပါအချက်များပူးတွဲတင်ပြရန် -

(၁) မြေပိုင်ဆိုင်မှု မြေဂရန်အထောက်အထား (စက်မှုဇုန်မှအပ)နှင့်မြေပုံ

(၂) မြေငှားစာချုပ် (မူကြမ်း)

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံအမျိုးအစား အရေအတွက် NA

(၂) အကျယ်အဝန်း

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစည်း ဝန်ဆောင်မှု US$ 3,963,400

(င) နှစ်စဉ် လျှပ်စစ်ဓါတ်အားလိုအပ်ချက် 926,079 Kilowatt-Hour

(စ) နှစ်စဉ် ရေလိုအပ်ချက် 29,127,000 Litre

၁၃။ငွေကြေးပိုဆိုင်မှုနှင့် ပတ်သက် အသေးစိတ်ဖော်ပြချက် Please see annex 1 for details

(က) အမည် ကုမ္ပဏီအမည် Sing Khon Palm Oil Pte., Ltd. Kyaw Maw 19 Enterprise Manufacturing Co., Ltd., Mr. Prapol Phornprapha, Mr. Kawee Nganthavee

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် နိုင်ငံကူးလက်မှတ်အမှတ် ..........

(ဂ) ဘဏ်စာရင်းအမှတ် ..........

၊မိခင်နိုင်ငံရှိဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်း ပူးတွဲတင်ပြရန်

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့် ဝန်ထမ်းများစာရင်း

| စဉ် | အဆင့်အတန်း | မြန်မာနိုင်ငံသား | နိုင်ငံခြားသား | 9.66 |
|---|---|---|---|---|
| (က) | အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊အဆင့်မြင့်အရာရှိများ ) | | 1 | 1 |
| (ခ) | အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ) | | 1 | 1 |
| (ဂ) | သက်မွေးဝမ်းကြောင်းပညာရှင်များ | | | 0 |
| (ဃ) | နည်းပညာနှင့်ဆက်စပ်သည့်သက်မွေးပညာရှင် | | 2 | 2 |
| (င) | အကြံပေး | | 1 | 1 |
| (စ) | ကျွမ်းကျင်လုပ်သား | | | 0 |
| (ဆ) | အခြေခံလုပ်သား | 394 | | 394 |
| | စုစုပေါင်း | 394 | 5 | 399 |

**မှတ်ချက်** အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲဖော်ပြရန်
ပူမှုဖူလုံရေး၊သက်သာချောင်ချိမှုဆောင်ရွက်မည့် အစီအမံများ

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကိုတင်ပြလျှောက်ထားခြင်းရှိ မရှိဖော်ပြရန်

* မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ
* အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Prapol Phornprapha

ရာထူး Promoter

ဌာန ကုမ္ပဏီတံဆိပ်

Green Palm Oil Plantation Co., Ltd.

နေ့စွဲ

## အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်(နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ ၏ ၁၀ % နှင့် အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

(၁) အမည် — Sing Khon Palm Oil Pte. Ltd.

(၂) ဆက်သွယ်ရမည့်လိပ်စာ — 1003 Bukit Merah Central #06-39, Singapore 159836

(၃) မှတ်ပုံတင်အမှတ် (တစ်ဦး ထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်) — ------

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင်တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏အမည်ကို ဖော်ပြရန်-

(၁) NA

(၂) ------

(၃) ------

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ — Thein Khun Villeage, Myeik District
Tanintharyi Township
Tanintharyi Region

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် — Promoted Sector

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်) — $ 9,758,750
MMK 12,881,550,000

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) Aug-2021

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) Aug-2021

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း 394

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) 5

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှုပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်း အဖြစ်ယူဆောင် လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန်(မြန်မာကျပ် နှင့် အမေရိကန် ဒေါ်လာ တို့ဖြင့်ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ US$ 4,588.55~MMK 6,056,886

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ US$ 5,170.21 ~ MMK 6,824,676

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်း ဆိုနိုင်သည်။

**Application form for Land Rights Authorization**

To

Chairman
Myanmar Investment Commission

Ref:
Date:

Subject: Application for Land Lease or Land Rights Authorization to be invested

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116:

1 Particulars relating to Owner of land/building

(a) Name of owner/organization: Kyaw Min Lwin / Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

(b) Area: 3895 + 100 acres (16167191.41 Sqm)

(c) Location: No. 9.O.S.S, Thein Khun Villeage, Myeik District
Tanintharyi Township
Tanintharyi Region

(d) Initial period permitted to use the land(Validity of land grant) 30 years

(e) Payment of long term lease as equity Yes x No ______

(f) Agreed by Original Lessor Yes x No ______

(g) Type of Land: Vacant, Fallow and Virgin

2 Lessor

(a) Name/Company's name/Department/organization: Kyaw Min Lwin / Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

(b) National Registration Card No ______

(c) Address: Room (1001), Building No. (Nga), Pearl Condo, Kabaaye Pagoda Road, Bahan Township, Yangon, Myanmar

3 Lessee

(a) Name/Company's name/Department/organization: Green Palm Oil Plantation Co., Ltd

(b) National Registration Card No 169FC/2017-2018 (YGN)

(c) Citizenship: Myanmar

(d) Address: Level 10, Unit 01-05, Junction City Office Tower,
Corner of Bogyoke Aung San Road & 27th Street,
Pabedan Township, Yangon, Myanmar

4 Particulars of the proposed Land Lease

(a) Type of Investment: Palm Oil Plantation

(b) Investment Location(s): No. 9.O.S.S, Thein Khun Villeage, Myeik District
Tanintharyi Township

(c ) Location(Ward, Township, State, Region) Tanintharyi Region

(d) Area of Land 3895 + 100 acres (16167191.41 Sqm)

(e ) Size and Number of Building(s) N/A

(f) Value of Building N/A

5 To enclose land ownership and Land Grant, ownership evidences(except Industrial Zone) Land map and Land Lease Agreement (Draft); **Please refer to section 2**

6 Whether it is sub-leased from the following person in regarding to Land Lease or not- No

- ☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
- ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization

7 Land/Building lease rate(per square meter per year)

US$243 per acre equivalent to US$0.06 per square meter

8 Land Use Premium- (LUP)(If it is leased from the land belonged to Government Department/Organization, the LUP shall be paid in cash by the lessee.)

9 Whether it is agreed by original land lessor or land tenant not **Yes**

10 Proposed land or building use/lease period **30 years + 10 + 10**

11 Whether it is the land located in the relevant business Zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) **No**

Green Palm Oil

Signature

Name of Investor Mr. Prapol Phornprapha

Designation Promoter

Department/Company Green Palm Oil Plantation Co., Ltd

ပုံစံ (၇ - က)

# မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊
ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

(ခ) ဧရိယာအကျယ်အဝန်း 3,895 acres +100 Acres (16167191.41 Sqm)

(ဂ) တည်နေရာ No.9.O.S.S Thein Khun Villeage, Tanintharyi Township, Myeik District, Tanintharyi Region.

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း) 30 Years

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ Yes

(ဆ) မြေအမျိုးအစား Vacant, Fallow and Virgin Land

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် 2434/2011-2012

(ဂ) နေရပ်လိပ်စာ

Room(1001), Building No.(Nga), Pearl Condo, Kabaaye Pagoda Road, Bahan Township, Yangon, Myanmar.

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း Green Palm Oil Plantation Company Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် 169FC/2017-2018(YGN)

(ဂ) နိုင်ငံသား Myanmar

(ဃ) နေရပ်လိပ်စာ Level 10, Unit01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road & 27th Street, Pabedan Township, Yangon, Myanmar.

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား Palm Oil Plantation

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊ Myanmar

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) No.9.O.S.S Thein Khun Villeage, Tanintharyi Township, Myeik District, Tanintharyi Region.

(ဃ) မြေဧရိယာအကျယ်အဝန်း 3895+100 acres (16167191.41 Sqm)

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် NA

(စ) အဆောက်အအုံတန်ဖိုး

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား (စက်မှုဇုန်မှ အပ)၊ မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

- ☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊
- ☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက် )

US$ 243 per Acre

၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP ) (အစိုးရဌာန/ အစိုးရအဖွဲ့ အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ကေနှုန်း: ------------------------------------------------------------

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ ----------Yes----------

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း ----------30 Years + 10 + 10----------

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်) ----------No----------

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Prapol Phornprapha

ရာထူး Promoter

ဌာန/ကုမ္ပဏီတံဆိပ် Green Palm Oil Plantation Co., Ltd

Green Palm Oil

# Tax Incentive Application

To

Chairman
Myanmar Investment Commission

Ref.No:
Dated:

Subject Application for Tax Incentive

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

| | | |
|---|---|---|
| 1 | Applicant | |
| (a) | Name of Investor | Mr. Prapol Phornprapha |
| (b) | Name of Company | Green Palm Oil Plantation Co., Ltd. |
| (c ) | Type of Business | **"Cultivation of oil palm nursery, oil palm plantation and sales of oil palm fruit."** |
| (d) | Myanmar Investment Commission Permit or Endorsement No.(If a permit or endorsement is still processsing, please describe the information.) | In progress |
| 2 | If investor doen'st submit by himself/herself, the applicant's; | |
| (a) | Name of contact Person | N/A |
| (b) | National Registration Card No/Passport No | |
| 3 | Construction period or Preparatory period | 3 year |
| 4 | Commencement date for commercial operation | 2019 |

5 Applied for the following tax incentive:

(a) Exemption or Relief under section 75(a)

**(-) 7-year income tax holiday**

Note: The application must specify precise tax incentives applied for

| | | |
|---|---|---|
| 6 | If the investor apply for tax incentive under section 75(a), Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96. | Zone 1<br>Tanintharyi Township<br>Tanintharyi Region<br>Myanmar |

7 If the investor apply of tax incentive under section 77(a) and (d), please fill the information in schedule (1). **Please see Annex 3 and 4**

8 If the investor apply for tax encentive under section 77(b), Please state the following information and fill in schedule(2); N/A

(a) an expected amount as per year to be earned from the investment ..........

(b) Foreign Currenty from export as per year ..........

9 If the investor apply for tax incentive under section 78(a),please state the following information in accrodeance with rule 99:

(a) Please describe, which financial year the profits reinvested are earning by the investor N/A

(b) Please describe which Financial year the profits are reinvested by the investor. ..........

(c ) Please describe the amount of reinvestment. ..........

10 If the investor apply for tax incentive under section 78(b) , please describe the following information:

(a) Provide the depreciation schedule of assets for which the deperciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.

(b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11 If the investor apply for tax incentive under section 78(c ), provide an itemised list of actual research and development expenses for the current financial year.

Signature ..........
Name of Investor Mr. Prapol Phornprapha
Designation Promoter
Department/Company Green Palm Oil Plantation Co., Ltd
(Seal/Stamp)

Green
Palm Oil

ပုံစံ (၆ )

# အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊
ရက်စွဲ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် Mr. Prapol Phornprapha

(ခ) ကုမ္ပဏီအမည် Green Palm Oil Plantation Company Limited.

(ဂ) လုပ်ငန်းအမျိုးအစား Cultivation of oil palm nursery, operation of oil palm plantation and sale of oil palm fruit

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်) ------In progress------

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် ------NA------

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/နိုင်ငံကူးလက်မှတ် အမှတ် ------------

၃။ တည်ဆောက်မှုကာလ/ ပြင်ဆင်မှု ကာလ 3 Year

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ 2021

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

(-) 7-year income tax holiday

(-) ----------

(-) ----------

**မှတ်ချက်။** မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါဝင် ငွေခွန်ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ၈၃နှင့် အညီ လုပ်ငန်းဆောင်ရွက် နေသည့်ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ၉၆ နှင့်အညီ တွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ရာခိုင်နှုန်း အထက်အားရင်းနှီးမြှုပ်နှံထားသည့်သို့မဟုတ် လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။

Zone 1
Tanintharyi Township
Tanintharyi Region
Myanmar

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကို လျှောက်ထားမည် ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။ See Annex 3 & 4

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက ဇယား(၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ — NA

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ — NA

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၇၈(က)အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန် -

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် — NA

အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် NA ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။

(ဂ) ပြန်လည် ရင်းနှီးမြှုပ်နှံမည့် ပမာဏ NA ကိုဖော်ပြပေးရန်။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်း တန်ဖိုး လျော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏၁.၅ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတွက်ချက်မှုကိုပူးတွဲတင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားကို တွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်းသို့မဟုတ်ရရှိထားခြင်းရှိ၊မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၈(ဂ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကဘဏ္ဍာနှစ်အတွက်သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်ကိုစာရင်းပြုစု၍ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Prapol Phornprapha

ရာထူး Promoter

ဌာန/ကုမ္ပဏီတံဆိပ် Green Palm Oil Plantation Co., Ltd

Green
Palm Oil

Green Palm Oil Plantation Co. Ltd.
(Incorporated in the Republic of the Union of Myanmar)

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

**Submission of undertaking for payment of Income Tax**

We, Green Palm Oil Plantation Co., Ltd, hereby undertake the payment of the personal income tax as per Myanmar income tax law and regulations.

Very truly yours,

Mr. Prapol Phornprapha
Promoter



Address: Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar
Tel: +95 1371902 E-mail: green.palmoil.pte@gmail.com

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

**Submission of undertaking for Environmental Impact Assessment**

We understand that our project is required for Environmental Impact Assessment ("EIA"). However, it will take some time for us to complete and have the EIA report as it is a long procedure

Therefore, we, Green Palm Oil Planation Co., Ltd, hereby undertake that we will follow the regulations about EIA and will submit to MIC the report once it is available.

Very truly yours,

Green Palm Oil

Mr. Prapol Phornprapha
Promoter

# Annex 1 - Corporate Information and Shareholding ratio details

## Green Palm Oil Plantation Co., Ltd.

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

*Unit: USD thousnads unless otherwise stated*

| | |
|---|---|
| **Proposed Authorised capital** | **US$ 10,000,000 million** |
| **Proposed Issued capital** | **100,000 shares** |
| **Proposed Paid up capital** | **US$ 1,960,000** |
| **Forms of business** | **Joint Venture Business** |
| **Types of business** | **Cultivation of oil palm nursery, operation of oil palm plantation and sale of oil palm fruit** |

| Items | Shareholder 1 | Shareholder 2 | Shareholder 3 | Shareholder 4 |
|---|---|---|---|---|
| **Representative Director** | Mr. Prapol Phornprapha | Kyaw Min Lwin | Mr. Prapol Phornprapha | Mr. Kawee Nganthavee |
| **Father's name** | Mr. Chumpol Phornprapha | U Thaung Sein | Mr. Chumpol Phornprapha | Mr. Somkiat Nganthavee |
| **NRC/Passport No.** | AA3022604 | 12/Ahsana(N)060198 | **Passport No:** AA3022604 | **Passport No:** AA3595147 |
| **Citizenships** | Thai | Myanmar | Thai | Thai |
| **Address in Myanmar** | N/A | Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon. | N/A | N/A |
| **Address abroad** | 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand | 84/89, Fifty Fifth Tower Condo, Sukhumvit 55 (Tonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand | 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand | 25/2 Soi Phasuk Chaofa Road, T. Talad Nua, Muang, Phuket 83000 Thailand |
| **Occupations** | Managing Director | Managing Director | Businessman | Businessman |
| **Parent company's name** | **Sing Khon Palm Oil Pte. Ltd.** | **Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.** | **Individual** | **Indivudual** |
| **Registration no.** | **201629408N** | **2434/2011-2012** | | |
| **Types of activities** | Palm Oil Plantation | Trading | N/A | N/A |
| **Parent company's adrress** | 1003 Bukit Merah Central #06-39, Singapore 159836 | Room (1001), Building No. (Nga), Pearl Condo, Kabaaye Pagoda Road, Bahan Township, Yangon, Myanmar | N/A | N/A |
| **Bank acccount number** | A/C no. 0702-471623-100 | A/C no. 0016600300000752 | A/C no. 118-4613-188 | A/C no. 633-270651-4 |
| | Bangkok Bank Public Co. Ltd., Singapore | CB Bank (Co Operative Bank), Sayarsan Branch, Yangon,Myanmar. | Bangkok Bank Public C., Ltd., Silom Branch, Bangkok, Thailand | Siam Commercial Bank Public C., Ltd., Chaofah Road Branch, Phuket, Thailand |
| **Issued capital (shares)** | 9,498 shares | 500 shares | 1 shares | 1 shares |
| **Shareholding percentage** | 94.98% | 5.00% | 0.01% | 0.01% |

# Annex 2 - Schedule of Capital Contribution

## Green Palm Oil Plantation

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

*Unit: USD thousands unless otherwise stated*

| | |
|---|---|
| **Total Investment Capital** | 3,857 |
| **- Equity contribution** | 1,960 |
| **- Loan** | 1,897 |

| **Year** | **Schedule of investment brought in** | | | | | | **Total** |
|---|---|---|---|---|---|---|---|
| | **Equity schedule** | | | **Loan schedule** | | | |
| | **In cash** | **In kind** | **Total equity** | **In cash** | **In kind** | **Total loan** | |
| 2018 | 1,041.21 | 918.79 | 1,960.00 | 1,897.34 | 3,607.15 | 5,504.49 | 7464.49 |
| 2019 | | | | | 429.85 | 429.85 | 429.85 |
| 2020 | | | | | 398.48 | 398.48 | 398.48 |
| 2021 | | | | | 621.47 | 621.47 | 621.47 |
| 2022 | | | | | 844.46 | 844.46 | 844.46 |
| 2023 | | | | | | | |
| **2024** | | | | | | | |
| Total | **1,041.21** | **918.79** | **1,960.00** | **1,897.34** | **5,901.41** | **7798.75** | **9758.75** |

**Investment schedule breakdown**

*Unit: USD thousands unless otherwise stated*

| No. | Items | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| 1 | CAPEX | 5,117 | 143 | | | |
| 2 | Others | 1,051 | 452 | 597 | | |
| 3 | ….. | | | | | |
| | **Total investment amou** | **6,168** | **595** | **597** | **-** | **-** |

| No. | Items | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|
| 1 | CAPEX | - | - | - | - | - |
| 2 | Others | - | - | - | - | - |
| 3 | …… | | | | | |
| | **Total investment amou** | - | - | - | - | - |

# Annex 2b - Loan Repayment Schedule

## Green Palm Oil Plantation

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

*Unit: USD thousands unless otherwise stated*

***Interest rate:*** 7%

**INTERCOMPANY DEBT AMORTIZATION SCHEDULE**

| Year | Beginning balance | Loan principle | Loan repayment | Ending balance | Interest |
|---|---|---|---|---|---|
| 2018 | - | 5,504.49 | - | 5,504.49 | 385.31 |
| 2019 | 5,504.49 | 429.85 | - | 5,934.34 | 400.36 |
| 2020 | 5,934.34 | 398.48 | - | 6,332.82 | 429.35 |
| 2021 | 6,332.82 | 621.47 | - | 6,954.29 | 465.05 |
| 2022 | 6,954.29 | 844.46 | - | 7,798.75 | 516.36 |
| 2023 | 7,798.75 | - | 850.00 | 6,948.75 | 516.16 |
| 2024 | 6,948.75 | - | 1,100.00 | 5,848.75 | 447.91 |
| 2025 | 5,848.75 | - | 1,100.00 | 4,748.75 | 370.91 |
| 2026 | 4,748.75 | - | 1,300.00 | 3,448.75 | 286.91 |
| 2027 | 3,448.75 | - | 1,600.00 | 1,848.75 | 185.41 |
| 2028 | 1,848.75 | - | 1,700.00 | 148.75 | 69.91 |
| 2029 | 148.75 | - | 148.75 | - | 5.21 |
| 2030 | - | - | - | - | |
| 2031 | - | - | - | - | |
| 2032 | - | - | - | - | |
| | | | | | |
| **TOTAL** | | **7,798.75** | **7,798.75** | | **4,078.86** |

# Annex 3 - List of imported Machinery & Equipment

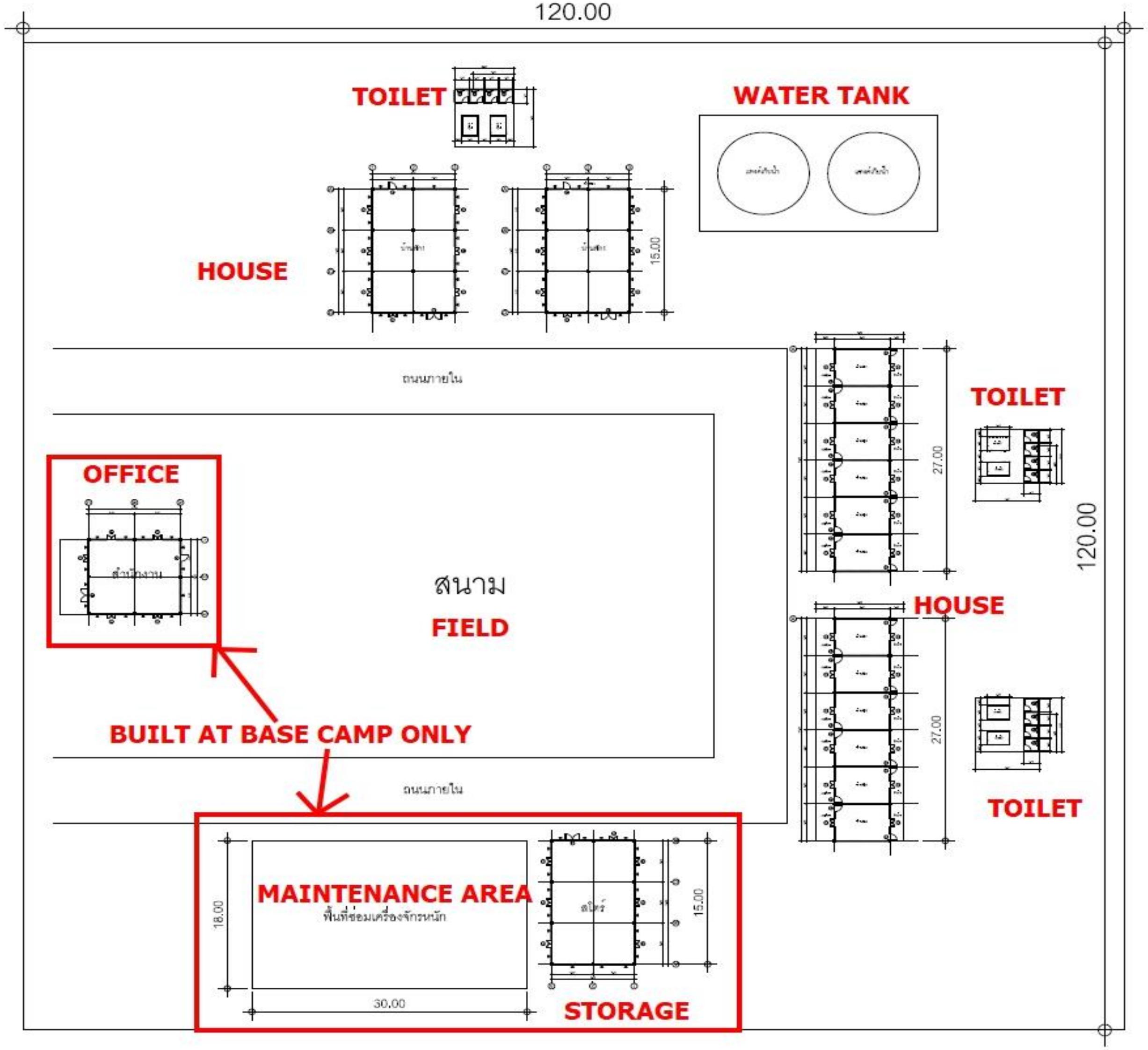
## Green Palm Oil Plantation Co., Ltd.

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

*Unit: USD thousands unless otherwise stated*

| No. | Description | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Price | Amount | |
| 1 | Kubota Tractor | 20.00 | 37.14 | 742.86 | | | | | | | | | | | | | 742.86 |
| 2 | Backhoe PC200 | 10.00 | 71.43 | 714.29 | | | | | | | | | | | | | 714.29 |
| 3 | Bulldozer D5 | 5.00 | 71.43 | 357.14 | | | | | | | | | | | | | 357.14 |
| 4 | Construction Material & Furniture | 1.00 | 142.86 | 142.86 | 1.00 | 142.86 | 142.86 | | | | | | | | | | 285.72 |
| 5 | Pickup Truck Hilux-Double Cab | 3.00 | 40.00 | 120.00 | | | | | | | | | | | | | 120.00 |
| 6 | Pickup Truck Hilux-Single Cab | 3.00 | 35.00 | 105.00 | | | | | | | | | | | | | 105.00 |
| 7 | SUV Wagon Land Cruiser | 3.00 | 120.00 | 360.00 | | | | | | | | | | | | | 360.00 |
| 8 | Tipper Trailer to carry backhoe | 1.00 | 20.00 | 20.00 | | | | | | | | | | | | | 20.00 |
| 9 | Truck 10 wheeler | 4.00 | 125.00 | 500.00 | | | | | | | | | | | | | 500.00 |
| 10 | Truck 6 wheeler | 4.00 | 80.00 | 320.00 | | | | | | | | | | | | | 320.00 |
| 11 | Compactor | 1.00 | 60.00 | 60.00 | | | | | | | | | | | | | 60.00 |
| 12 | Grader | 1.00 | 60.00 | 60.00 | | | | | | | | | | | | | 60.00 |
| 13 | Motorcycle | 50.00 | 1.50 | 75.00 | | | | | | | | | | | | | 75.00 |
| 14 | Generator | 10.00 | 3.00 | 30.00 | | | | | | | | | | | | | 30.00 |
| TOTAL | | | | 3,607.15 | | | 142.86 | | | - | | | - | | | - | 3,750.01 |

* Construction plan: attached



120.00
TOILET
WATER TANK
HOUSE
15.00
ถนนภายใน
TOILET
27.00
OFFICE
สำนักงาน
120.00
สนาม
FIELD
HOUSE
BUILT AT BASE CAMP ONLY
27.00
ถนนภายใน
TOILET
MAINTENANCE AREA
พื้นที่ซ่อมเครื่องจักรหนัก
18.00
15.00
30.00
STORAGE

# Annex 4 - List of Imported Raw Material

## Green Palm Oil Plantation Co., Ltd.

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

*Unit: USD thousands unless otherwise stated*

| No. | Description | Unit | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Price | Amount | Quantity | Amount |
| 1 | **Fertilizer** | Ton | 216.79 | 0.5143 | 111.49 | 433.59 | 0.5143 | 222.99 | 650.38 | 0.5143 | 334.48 | 1,083.98 | 0.5143 | 557.47 | 1,517.57 | 0.5143 | 780.46 | **3,902.30** | **2,006.90** |
| 2 | **Palm Oil Seeds** | Seeds | 216,796 | 0.0034 | 743.30 | | 0.0034 | - | | 0.0034 | - | | 0.0034 | - | | 0.0034 | | **216,796** | **743.30** |
| 3 | **Herbicide** | Liter | 20,000 | 0.0032 | 64.00 | 20,000 | 0.0032 | 64.00 | 20,000 | 0.0032 | 64.00 | 20,000 | 0.0032 | 64.00 | 20,000 | 0.0032 | 64.00 | | **320.00** |
| | | | | | | | | | | | | | | | | | | | - |
| **TOTAL** | | | | | *918.79* | | | *286.99* | | | *398.48* | | | *621.47* | | | *844.46* | | **3,070.20** |

# Annex 5 - Sale Volume & Revenue

## Green Palm Oil Plantation Co., Ltd.

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

Plantation: the number of palm oil tree to be planted each year

| Years | 2018 | 2019 | 2020 |
|---|---|---|---|
| Acre | 1,298 | 1,298 | 1,298 |
| Total volume (trees) | 71,408 | 71,408 | 71,408 |

**Oil Palm Fruits (100% Local Sale)- Exchange Rate 1 US$= MMK 1500**

| Years | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|---|---|
| Acre | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Total Volume (Metric -Ton) | | | | 4,930 | 11,830 | 31,040 | 32,590 |
| Unit Price (MMK/Metric -Ton) | | | | 150,000 | 150,000 | 150,000 | 150,000 |
| Revenue (MMK) | - | - | - | **739,500,000** | **1,774,500,000** | **4,656,000,000** | **4,888,500,000** |

| Years | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|---|---|---|---|---|---|---|---|---|---|
| Acre | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Total Volume (Metric -Ton) | 34,220 | 41,920 | 44,020 | 46,220 | 48,530 | 50,960 | 53,510 | 56,180 | 56,181 |
| Unit Price (MMK/Metric -Ton) | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | 157,500 |
| Revenue (MMK) | **5,133,000,000** | **6,288,000,000** | **6,603,000,000** | **6,933,000,000** | **7,279,500,000** | **7,644,000,000** | **8,026,500,000** | **8,427,000,000** | **8,848,500,000** |

| Years | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 |
|---|---|---|---|---|---|---|---|---|---|
| Acre | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Total Volume (Metric -Ton) | 56,181 | 48,159 | 48,153 | 40,132 | 40,131 | 32,101 | 32,102 | 32,102 | 32,102 |
| Unit Price (MMK/Metric -Ton) | 165,375 | 173,644 | 182,326 | 191,442 | 201,014 | 211,065 | 221,618 | 232,699 | 244,334 |
| Revenue (MMK) | **9,291,000,000** | **8,362,500,000** | **8,779,500,000** | **7,683,000,000** | **8,067,000,000** | **6,775,500,000** | **7,114,500,000** | **7,470,000,000** | **7,843,500,000** |

# Annex 5b - Investment Locations

## Green Palm Oil Plantation

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

| | Description | Plantation |
|---|---|---|
| | Name of owner - individual/ company: | **Kyaw Min Lwin / Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.** |
| | NRC No. | **12/Ahsana (Ng) 060198** |
| | Address of owner | **Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon.** |
| | Area of land | **3895 acreas** |
| | Location – including district, township and region | **Thein Khun Villeage, Myeik District** |
| | | **Tanintharyi Township** |
| | | **Tanintharyi Region** |
| | Type of land (Specify freehold, grant or government lease) | **Vacant, Fallow and Virgin** |
| | Duration of permitted usage (duration of the land grant) | **30 years + 10 + 10** |
| | Start date of lease period | **2018** |
| | End date of lease period | **2048** |
| | Value of lease for land | **US$ 243 per acre** |
| | Value of lease for building (if applicable) | **N/A** |
| **a)** | **The lessee** | |
| | Name/ Company name and department | **Green Palm Oil Plantation Co., Ltd** |
| | Father's name | |
| | Registration no. | **169FC/2017-2018 (YGN)** |
| | Nationality | **Myanmar** |
| | Address | **Level 10, Unit 01-05, Junction City Office Tower,** |
| | | **Corner of Bogyoke Aung San Road & 27th Street,** |
| | | **Pabedan Township, Yangon, Myanmar** |
| **b)** | **The land to be leased and its particulars** | |
| | The type of investment activity | **Palm Oil Plantation** |
| | Type building and number of buildings to be constructed | **N/A** |

# Annex 6 - Annual Consumption of utilities

## Green Palm Oil Plantation

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

| Items | Name | Unit | Annual Estimated Quantity |
|---|---|---|---|
| 1 | Electricity | Kilowatt-Hour | 926,079 |
| 2 | Water | Litre | 29,127,000 |

# Annex 7 - Schedule of personnel required for the proposed investment project

**Green Palm Oil Plantation**

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

*Unit: USD thousands unless otherwise stated*

| **No. of employees at the end of each calendar year** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** |
|---|---|---|---|---|---|---|---|---|---|---|
| **A. Total number of full time employees** | **399** | **399** | **399** | **399** | **399** | **399** | **399** | **399** | **399** | **399** |
| 1. Myanmar employees | 394 | 394 | 394 | 394 | 394 | 394 | 394 | 394 | 394 | 394 |
| 2. Expatriates employees | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| **3. Percentage of expatriates** | **1%** | **1%** | **1%** | **1%** | **1%** | **1%** | **1%** | **1%** | **1%** | **1%** |
| **4. Total salary cost (in USD thousands unless otherwise stated)** | **859** | **859** | **859** | **859** | **859** | **859** | **859** | **859** | **859** | **859** |
| 4.1 Expatriates Employees | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 | 48 |
| 4.2 Myanmar Employees | 811 | 811 | 811 | 811 | 811 | 811 | 811 | 811 | 811 | 811 |

| No. | Position | No. of Employees | | Salary Range (USD) | | |
|---|---|---|---|---|---|---|
| | | Expat | Local | Max | Min | Local |
| 1 | Senior Management | 1 | - | 1,000 | 1,429 | - |
| 2 | Other Management Staffs | 1 | - | 800 | 857 | - |
| 3 | Professionals | - | - | - | - | - |
| 4 | Technicians | 2 | - | 500 | 571 | - |
| 5 | Advisors | 1 | - | 500 | 571 | - |
| 6 | Skilled Labors | - | - | - | - | - |
| 7 | Workers | - | 394 | 100 | - | 171 |

# Annex 8 - Projected Income Statement

**Green Palm Oil Plantation**

**Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar**

*Unit: USD thoussandss unless otherwise stated*

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Year** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** |
| **Revenue** | **-** | **-** | **-** | **493.00** | **1,183.00** | **3,104.00** | **3,259.00** | **3,422.00** | **4,192.00** | **4,402.00** | **4,622.00** | **4,853.00** | **5,096.00** |
| **Operating expenses** | **450.47** | **464.76** | **464.76** | **2,268.39** | **2,590.39** | **2,843.39** | **2,841.25** | **2,953.25** | **3,135.25** | **3,142.45** | **2,781.74** | **2,767.45** | **2,767.45** |
| Salary | 48.00 | 48.00 | 48.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 |
| Fertilizer & Herbicide Cost | - | - | - | 621.00 | 844.00 | 844.00 | 844.00 | 956.00 | 1,067.00 | 1,067.00 | 1,067.00 | 1,067.00 | 1,067.00 |
| Planting & Fertilizing Expenses | - | - | - | 99.00 | 99.00 | 99.00 | 99.00 | 99.00 | 99.00 | 99.00 | 99.00 | 99.00 | 99.00 |
| Harvesting & Transportation Expenses | - | - | - | 70.00 | 169.00 | 422.00 | 422.00 | 422.00 | 493.00 | 493.00 | 493.00 | 493.00 | 493.00 |
| Service fee | - | - | - | 9.35 | 9.35 | 9.35 | 7.21 | 7.21 | 7.21 | 14.41 | 14.41 | 14.41 | 14.41 |
| Land Usage Fee | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 |
| Depreciation & Amortization Expenses | 398.57 | 412.86 | 412.86 | 606.14 | 606.14 | 606.14 | 606.14 | 606.14 | 606.14 | 606.14 | 245.43 | 231.14 | 231.14 |
| **Operating Profit (EBIT)** | **(450.47)** | **(464.76)** | **(464.76)** | **(1,775.39)** | **(1,407.39)** | **260.61** | **417.75** | **468.75** | **1,056.75** | **1,259.55** | **1,840.26** | **2,085.55** | **2,328.55** |
| Interest | **385.31** | **400.36** | **429.35** | **465.05** | **516.36** | **516.16** | **447.91** | **370.91** | **286.91** | **185.41** | **69.91** | **5.21** | **0.00** |
| **Income Before Corporate Income Tax Expense** | **(835.78)** | **(865.11)** | **(894.11)** | **(2,240.44)** | **(1,923.74)** | **(255.55)** | **(30.16)** | **97.84** | **769.84** | **1,074.14** | **1,770.35** | **2,080.34** | **2,328.55** |
| Corporate Income Tax (25%) | - | - | - | - | - | - | - | 24.46 | 192.46 | 268.53 | 442.59 | 520.09 | 582.14 |
| **INCOME (LOSS) FOR THE YEAR** | **(835.78)** | **(865.11)** | **(894.11)** | **(2,240.44)** | **(1,923.74)** | **(255.55)** | **(30.16)** | **73.38** | **577.38** | **805.60** | **1,327.76** | **1,560.26** | **1,746.41** |

# Annex 8 - Projected Income Statement

**Green Palm Oil Plantation**

**Proposal of the Promoter to make Foreign Investment in the Republi**

*Unit: USD thoussandss unless otherwise stated*

| | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Year** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** |
| **Revenue** | **5,351.00** | **5,618.00** | **5,899.00** | **6,194.00** | **5,575.00** | **5,853.00** | **5,122.00** | **5,378.00** | **4,517.00** | **4,743.00** | **4,980.00** | **5,229.00** |
| **Operating expenses** | **2,767.45** | **2,767.45** | **2,612.45** | **2,684.45** | **2,679.45** | **2,754.45** | **2,743.45** | **2,823.45** | **2,805.45** | **3,052.45** | **3,127.17** | **3,415.17** |
| Salary | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 | 859.00 |
| Fertilizer & Herbicide Cost | 1,067.00 | 1,067.00 | 883.00 | 924.00 | 967.00 | 1,013.00 | 1,060.00 | 1,110.00 | 1,162.00 | 1,382.00 | 1,621.00 | 1,880.00 |
| Planting & Fertilizing Expenses | 99.00 | 99.00 | 104.00 | 109.00 | 115.00 | 120.00 | 126.00 | 133.00 | 139.00 | 146.00 | 154.00 | 161.00 |
| Harvesting & Transportation Expenses | 493.00 | 493.00 | 517.00 | 543.00 | 489.00 | 513.00 | 449.00 | 472.00 | 396.00 | 416.00 | 437.00 | 459.00 |
| Service fee | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 | 14.41 |
| Land Usage Fee | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 | 3.90 |
| Depreciation & Amortization Expenses | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 37.86 | 37.86 |
| **Operating Profit (EBIT)** | **2,583.55** | **2,850.55** | **3,286.55** | **3,509.55** | **2,895.55** | **3,098.55** | **2,378.55** | **2,554.55** | **1,711.55** | **1,690.55** | **1,852.83** | **1,813.83** |
| Interest | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |
| **Income Before Corporate Income Tax Expense** | **2,583.55** | **2,850.55** | **3,286.55** | **3,509.55** | **2,895.55** | **3,098.55** | **2,378.55** | **2,554.55** | **1,711.55** | **1,690.55** | **1,852.83** | **1,813.83** |
| Corporate Income Tax (25%) | 645.89 | 712.64 | 821.64 | 877.39 | 723.89 | 774.64 | 594.64 | 638.64 | 427.89 | 422.64 | 463.21 | 453.46 |
| **INCOME (LOSS) FOR THE YEAR** | **1,937.66** | **2,137.91** | **2,464.91** | **2,632.16** | **2,171.66** | **2,323.91** | **1,783.91** | **1,915.91** | **1,283.66** | **1,267.91** | **1,389.63** | **1,360.38** |

# Annex 8a - Projected Income Statement

## Green Palm Oil Plantation

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

*Unit: USD thousands unless otherwise stated*

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **(amounts in USD thousands)** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** |
| **FROM OPERATING ACTIVITIES:** | | | | | | | | | | | | | | | |
| Net income | (835.78) | (865.11) | (894.11) | (2,240.44) | (1,923.74) | (255.55) | (30.16) | 73.38 | 577.38 | 805.60 | 1,327.76 | 1,560.26 | 1,746.41 | 1,937.66 | 2,137.91 |
| Depreciation & amortization | 398.57 | 412.86 | 412.86 | 606.14 | 606.14 | 606.14 | 606.14 | 606.14 | 606.14 | 606.14 | 245.43 | 231.14 | 231.14 | 231.14 | 231.14 |
| Interest | 385.31 | 400.36 | 429.35 | 465.05 | 516.36 | 516.16 | 447.91 | 370.91 | 286.91 | 185.41 | 69.91 | 5.21 | - | - | - |
| **Net Cash (used in) provided by Operating Activities** | **(51.89)** | **(51.90)** | **(51.90)** | **(1,169.24)** | **(801.24)** | **866.76** | **1,023.90** | **1,050.44** | **1,470.44** | **1,597.16** | **1,643.11** | **1,796.61** | **1,977.56** | **2,168.81** | **2,369.06** |
| **FROM INVESTING ACTIVITIES:** | | | | | | | | | | | | | | | |
| Leasehold Right (Land) | (946.49) | - | - | - | - | - | | | | | | | | - | |
| Building & Furniture | (142.86) | (142.86) | - | - | - | - | | | | | | | | - | |
| Land Improvement | (563.11) | - | - | - | - | - | | | | | | | | - | |
| Machine & Equipment | (3,464.29) | - | - | - | - | - | | | | | | | | - | |
| Work in Process - Palm Oil Tree | (1,050.93) | (452.15) | (596.68) | - | - | - | | | | | | | | - | |
| **Net Cash used in Investing Activities** | **(6,167.67)** | **(595.01)** | **(596.68)** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| **FROM FINANCING ACTIVITIES** | | | | | | | | | | | | | | | |
| Equity contribution | 1,960.00 | - | - | - | - | - | | | | | | | | - | |
| Intercompany loan drawdown | 5,504.49 | 429.85 | 398.48 | 621.47 | 844.46 | - | | | | | | | | - | |
| Loan repaid | - | - | - | - | - | (850.00) | (1,100.00) | (1,100.00) | (1,300.00) | (1,600.00) | (1,700.00) | (149.00) | | - | |
| Dividends paid | | | | | | | | | | | | | | | |
| **Net Cash (used in) provided by Financing Activities** | **7,464.49** | **429.85** | **398.48** | **621.47** | **844.46** | **(850.00)** | **(1,100.00)** | **(1,100.00)** | **(1,300.00)** | **(1,600.00)** | **(1,700.00)** | **(149.00)** | **-** | **-** | **-** |
| **NET INCREASE (DECREASE) IN CASH** | **1,244.93** | **(217.05)** | **(250.09)** | **(547.77)** | **43.22** | **16.76** | **(76.10)** | **(49.56)** | **170.44** | **(2.84)** | **(56.89)** | **1,647.61** | **1,977.56** | **2,168.81** | **2,369.06** |
| **CASH AT BEGINNING OF THE YEAR** | **-** | **1,244.93** | **1,027.87** | **777.78** | **230.01** | **273.22** | **289.98** | **213.88** | **164.32** | **334.76** | **331.92** | **275.02** | **1,922.63** | **3,900.19** | **6,068.99** |
| **CASH AT END OF THE YEAR** | **1,244.93** | **1,027.87** | **777.78** | **230.01** | **273.22** | **289.98** | **213.88** | **164.32** | **334.76** | **331.92** | **275.02** | **1,922.63** | **3,900.19** | **6,068.99** | **8,438.05** |

# Annex 8a - Projected Income Statement

## Green Palm Oil Plantation

Proposal of the Promoter to make Foreign Investment in the Republic of the Ur

*Unit: USD thousands unless otherwise stated*

| | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
|---|---|---|---|---|---|---|---|---|---|---|
| **(amounts in USD thousands)** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** |
| **FROM OPERATING ACTIVITIES:** | | | | | | | | | | |
| Net income | 2,464.91 | 2,632.16 | 2,171.66 | 2,323.91 | 1,783.91 | 1,915.91 | 1,283.66 | 1,267.91 | 1,389.63 | 1,360.38 |
| Depreciation & amortization | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 231.14 | 37.86 | 37.86 |
| Interest | - | - | - | - | - | - | - | - | - | - |
| **Net Cash (used in) provided by Operating Activities** | **2,696.06** | **2,863.31** | **2,402.81** | **2,555.06** | **2,015.06** | **2,147.06** | **1,514.81** | **1,499.06** | **1,427.48** | **1,398.23** |
| | | | | | | | | | | |
| **FROM INVESTING ACTIVITIES:** | | | | | | | | | | |
| Leasehold Right (Land) | | - | - | - | - | - | - | - | - | - |
| Building & Furniture | | - | - | - | - | - | - | - | - | - |
| Land Improvement | | - | - | - | - | - | - | - | - | - |
| Machine & Equipment | | - | - | - | - | - | - | - | - | - |
| Work in Process - Palm Oil Tree | | - | - | - | - | - | - | - | - | - |
| **Net Cash used in Investing Activities** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| | | | | | | | | | | |
| **FROM FINANCING ACTIVITIES** | | | | | | | | | | |
| Equity contribution | | - | - | - | - | - | - | - | - | - |
| Intercompany loan drawdown | | - | - | - | - | - | - | - | - | - |
| Loan repaid | | - | - | - | - | - | - | - | - | - |
| Dividends paid | | | | | | | | | | |
| **Net Cash (used in) provided by Financing Activities** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| | | | | | | | | | | |
| **NET INCREASE (DECREASE) IN CASH** | **2,696.06** | **2,863.31** | **2,402.81** | **2,555.06** | **2,015.06** | **2,147.06** | **1,514.81** | **1,499.06** | **1,427.48** | **1,398.23** |
| **CASH AT BEGINNING OF THE YEAR** | **8,438.05** | **11,134.11** | **13,997.41** | **16,400.22** | **18,955.27** | **20,970.33** | **23,117.39** | **24,632.19** | **26,131.25** | **27,558.73** |
| **CASH AT END OF THE YEAR** | **11,134.11** | **13,997.41** | **16,400.22** | **18,955.27** | **20,970.33** | **23,117.39** | **24,632.19** | **26,131.25** | **27,558.73** | **28,956.97** |

Green Palm Oil Plantation Co. Ltd.
(Incorporated in the Republic of the Union of Myanmar)

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

**Fire prevention system**

Dear Sir,

We shall implement a standard protocol on fire prevention, to ensure the Health and Safety of our employees.

The following requirements shall apply to the following:

- All new employees shall be given induction training on fire prevention and emergency evacuation procedures;
- Development of integrated fire safety, emergency shut-down, emergency response plans of plant
- Prior to commencement of any work at field sites, the appointed person shall ensure all workers are inducted on site;
- The responsible manager shall have emergency plans and evacuation instructions in place;
- All escape routes and assembly points shall be posted and clearly visible at all time;
- The location of flammable and explosive materials shall be identified in the site emergency plan;
- Any work involving open flames or other heat sources shall have its risk assessed and be subject to a hot work permit procedure;
- In the event of a fire, all work shall immediately be stopped and the alarm raised;
- All staff shall be made aware of assembly points;
- In case of fire the area shall immediately be evacuated to pre-arranged assembly points;
- Evacuation wardens shall be appointed and trained to facilitate a controlled evacuation of the premises and be the liaison with the emergency services; and
- Nothing listed above takes priority over the safety of any employee or contractor ensuring their continued personal safety.

Very truly yours,

Mr. Prapol Phornprapha
Promoter

Green Palm Oil Plantation Co., Ltd.
Address: Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar
Tel: +95 1371902 E-mail: green.palmoil.pte@.gmail.com

**Green Palm Oil Plantation Co. Ltd.**
(Incorporated in the Republic of the Union of Myanmar)

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

**Corporate Social Responsibility**

Dear Sir,

Corporate Social Responsibility ("CSR") is a crucial aspect of our business. It is about maintaining the necessary controls to minimize risks, while creating positive impacts for our stakeholders.

We plan to contribute two per cent (2%) of our net income for CSR activities and we will focus on the following section

- Natural disaster prevention
- Social welfare development
- Education
- Health care
- Local community development

Should you have any questions, please do not hesitate to contact us

Very truly yours,

Mr. Prapol Phornprapha
Promoter

Address: Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar
Tel: +95 1371902 E-mail: green.palmoil.pte@.gmail.com

Green Palm Oil

# Green Palm Oil Plantation Co. Ltd.

(Incorporated in the Republic of the Union of Myanmar)

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

**Submission of undertaking for Environmental Impact Assessment**

We understand that our project is required for Environmental Impact Assessment ("EIA"). However, it will take some time for us to complete and have the EIA report as it is a long procedure

Therefore, we, Green Palm Oil Planation Co., Ltd, hereby undertake that we will follow the regulations about EIA and will submit to MIC the report once it is available.

Very truly yours,

Green Palm Oil

Mr. Prapol Phornprapha
Promoter

Green Palm Oil Plantation Co., Ltd.
Address: Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar
Tel: +95 1371902 E-mail: green.palmoil.pte@.gmail.com

**Green Palm Oil Plantation Co. Ltd.**
(Incorporated in the Republic of the Union of Myanmar)

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

**Submission of undertaking for payment of Income Tax**

We, Green Palm Oil Plantation Co., Ltd, hereby undertake the payment of the personal income tax as per Myanmar income tax law and regulations.

Very truly yours,

Mr. Prapol Phornprapha
Promoter



Address: Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar
Tel: +95 1371902 E-mail: green.palmoil.pte@.gmail.com

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

# ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ၁၆၉ အက်ဖ်စီ / ၂၀၁၇–၂၀၁၈ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ဂရင်း ပန်း အွိုင်း ပလန်တေးရှင်း ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၇ နှစ်၊ မေ လ၊ ၂၆ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မျိုး မင်း ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

# CERTIFICATE OF INCORPORATION

NO. 169 FC of 2017-2018 (YGN)

I hereby certify that GREEN PALM OIL PLANTATION COMPANY LIMITED is incorporated under the Myanmar Companies Act as a Limited Company on the TWENTY-SIX day of MAY, TWO THOUSAND AND SEVENTEEN.

**For Director General**
**( Myo Min - Director)**
Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည် မှတ်ပုံတင်ရက်စွဲ (၂၆-၅-၂၀၁၇) မှ (၂၅-၅-၂၀၂၂) ရက်နေ့အထိ (၅)နှစ် သက်တမ်း အတွက်သာဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လ အလိုတွင် သက်တမ်းတိုးရန် ကုမ္ပဏီ မှတ်ပုံတင် ရုံးသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

ORIGINAL

# THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
## MINISTRY OF PLANNING AND FINANCE
## FORM 1
## FORM OF PERMIT
**(See section 27 A)**

Permit No. 169 FC/2017-2018(YGN)

Date 26th May, 2017

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the GREEN PALM OIL PLANTATION COMPANY LIMITED in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

| | | |
|---|---|---|
| (1) | Name of the Company | Green Palm Oil Plantation Co., Ltd. |
| (2) | Country of incorporation of the company. | The Republic of the Union of Myanmar |
| (3) | Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar. | Level 8, Centrepoint Towers, No.65, Sule Pagoda Road & Merchant Street, Kyauktada Township, Yangon. |
| (4) | The object for which the company is formed (field of business). | Cultivation of oil palm nursery, operation of oil palm ,plantation and sale of the oil palm fruit. |
| (5) | (a) The amount of Capital and the number of shares into which the Capital is divided. | USD 10,000,000divided into 100,000 shares of USD 100 each. |
| | (b) If more than one class of shares is authorised, the description of each class. | Only one class. |
| (6) | The names, addresses and nationality of the directors. | As per List attached. |
| (7) | The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount. | As per conditions attached. |
| (8) | Period of validity of permit. | May 26, 2017 to May 25, 2022 |
| (9) | Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced. | As per conditions attached. |
| (10) | Statement of compliance with such conditions as may be prescribed. | The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company. |

By order

**For Director General**
**( Myo Min - Director)**
**Directorate of Investment and Company Administration**

The business objectives mentioned in the Memorandum of Association shall be allowed to perform.If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့်ပေးရန်တာဝန်ကန့်သတ်ထားသောအများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

# ဂရင်း ပန်း အွိုင်း ပလန်တေးရှင်း  ကုမ္ပဏီ လီမိတက်

၏

## သင်းဖွဲ့မှတ်တမ်း

နှင့်

## သင်းဖွဲ့စည်းမျဉ်းများ

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**THE MYANMAR COMPANINES ACT**

**PRIVATE COMPANY LIMITED BY SHARES**

# Memoradum Of Association

*AND*

# Aritcles Of Association

OF

# Green Palm Oil Plantation Co., Ltd

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# ဂရင်း ပန်း အွိုင်း ပလန်တေးရှင်း ကုမ္ပဏီ လီမိတက်

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## သင်းဖွဲ့မှတ်တမ်း

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၁။ **ကုမ္ပဏီ၏အမည်သည်** **ဂရင်း ပန်း အွိုင်း ပလန်တေးရှင်း ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်ပါစာမျက်နှာအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် **USD 10,000,000 /-** (United State Dollar Ten Miliion Only) ဖြစ်၍ **USD 100/-** (United State Dollar One Hundred Only) တန် အစုရှယ်ရာပေါင်း (**100,000 shares**) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝန် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေ ပြဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

ကုမ္ပဏီ၏ ( 27.02.2018 ) ရက်နေ့တွင်ကျင်းပသော အထူးအစည်းအဝေးမှတ်တမ်းနှင့် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၏ စာအမှတ် DICA-10/1/2018(04139) dated (29.03.2018) တို့အရကုမ္ပဏီ၏(မတည်ရင်းနှီးငွေတိုးမြှင့်ခြင်း) သင်းဖွဲ့မှတ်တမ်း/ သင်းဖွဲ့စည်းမျဉ်းတွင် ပြင်ဆင်ရခြင်းဖြစ်သည်။

လေးစားစွာဖြင့်

Green Palm Oil

Mr. Prapol Phornprapha
Managing Director
**Green Palm Oil Plantation Co., Ltd**

Green Palm Oil
Green Palm Oil Plantation Co., Ltd.
Managing Director
Mr. Prapol Phornprapha

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုး သူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျည်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသားမှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| 1 | Sing Khon Palm Oil Pte. Ltd<br><br>Address : 1003 Bukit Merah Central #06-39 Singapore 159836<br><br>Represented by<br><br>Name- Mr. Prapol Phornprapha<br>Residential Address- 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | (Incorporated in Singapore)<br>Co. Registration No. 201629408N<br><br>Passport No. AA3022604 | 9498 shares | |
| 2 | Kyaw Maw 19 Enterprise Manufacturing Company Limited<br><br>Address : No 96 , Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar.<br><br>Represented by<br><br>Name- Mr. Kyaw Min Lwin<br>Residential Address- Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon. | (Incorporated in Myanmar)<br>Co. Registration No. 2434 / 2011-2012<br><br>NRC No. 12/ Ahsana (Ng) 060198 | 500 shares | |
| 3 | Mr. Prapol Phornprapha<br>Residential Address:102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | Passport Number : AA3022604 | 1 shares | |
| 4 | Mr. Kawee Nganthavee<br>Residential address: 25/2 Soi Phasuk Chaofa Road T, Talad Nua Muang, Phuket, 83000 Thailand. | Passport Number : AA3595147 | 1 shares | |

ရန်ကုန်။နေ့စွဲ။ ။ ၂၀၁၇ ခုနှစ်၊ ၆ မှ ( ၂၆ ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

Thida Cho Win
Certified Public Accountant &
Financial Consultant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ရာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# ဂရင်း ပန်း အွိုင်း ပလန်တေးရှင်း ကုမ္ပဏီ လီမိတက်၏

# သင်းဖွဲ့စည်းမျဉ်းများ

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၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက် ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများ ပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ, တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် **USD 10,000,000** /- (United State Dollar Ten Million Only) ဖြစ်၍ **USD 100/-** (United State Dollar One Hundred Only) တန် အစုရှယ်ရာပေါင်း (**100,000 shares**) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိ တရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ ထွေထွေသ င်းလုံးကျွတ်အစည်းဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ရာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

According to the meeting resolution of the Extra-Ordinary General Meeting of Company dated ( 27.02.2018 ) and letter from Directorate of Investment and Company Administration with the letter no. DICA-10/1/2018(04139) dated ( 29.03.2018) (Authorized Capital Change) as per back page of MOA & AOA.

Yours truly,

Green
Palm Oil

Mr. Prapol Phornprapha
Managing Director
**Green Palm Oil Plantation Co., Ltd**

Green
Palm Oil
Green Palm Oil Plantation Co., Ltd.
Managing Director
Mr. Prapol Phornprapha

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထားတစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာ များက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

## ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ်အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။

ပထမ ဒါရိုက်တာများသည်

(၁) Mr. Prathama Phornprapha

(၂) Mr. Prapol Phornprapha

(၃) Mr. Kawee Nganthaveem

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်း ဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး ( - ) စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကိုလိုက်နာရန်တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

## ဒါရိုက်တာများ၏ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးအထ မြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့်ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေးခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

## ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

## အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

## အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

## ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

## ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

## စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

## နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

## တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

## လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

## ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုး သူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသားမှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| 1 | Sing Khon Palm Oil Pte. Ltd<br><br>Address : 1003 Bukit Merah Central #06-39 Singapore 159836<br><br>Represented by<br><br>Name- Mr. Prapol Phornprapha Residential Address- 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | (Incorporated in Singapore) Co. Registration No. 201629408N<br><br>Passport No. AA3022604 | 9498 shares | |
| 2 | Kyaw Maw 19 Enterprise Manufacturing Company Limited<br><br>Address : No 96 , Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5,Hlaing Tharyar Township, Yangon Myanmar.<br><br>Represented by<br><br>Name- Mr. Kyaw Min Lwin Residential Address- Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon. | (Incorporated in Myanmar) Co. Registration No. 2434 / 2011-2012<br><br>NRC No. 12/ Ahsana (Ng) 060198 | 500 shares | |
| 3 | Mr. Prapol Phornprapha Residential Address:102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | Passport Number : AA3022604 | 1 shares | |
| 4 | Mr. Kawee Nganthavee Residential address: 25/2 Soi Phasuk Chaofa Road T, Talad Nua Muang, Phuket, 83000 Thailand. | Passport Number : AA3595147 | 1 shares | |

ရန်ကုန်။ နေ့စွဲ။ ။ ၂၀၁၇ ခုနှစ်၊ ၆ ၇ (၂၆) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

Thida Cho Win
Certified Public Accountant &
Financial Consultant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Memorandum Of Association

OF

## Green Palm Oil Plantation Company Limited

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I. The name of the Company is Green Palm Oil Plantation Company Limited.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is US$10,000,000/-( US$ Ten Million Only) divided into (100,000) shares of US$100/- (US$ One Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

According to the meeting resolution of the Extra-Ordinary General Meeting of Company dated (27.02.2018 ) and letter from Directorate of Investment and Company Administration with the letter no. DICA-10/1/2018(04139) dated ( 29.03.2018 )(Authorized Capital Change) as per back page of MOA & AOA.

Yours truly,

Mr. Prapol Phornprapha
Managing Director
**Green Palm Oil Plantation Co., Ltd**

Green Palm Oil

Green Palm Oil
Green Palm Oil Plantation Co., Ltd.
Managing Director
Mr. Prapol Phornprapha

6. **The Objective For Which The Company is established are**

- Cultivation of oil palm nursery, operation of oil palm plantation and sale of the oil palm fruit

7. To borrow money for the benefit of the Company's business from any person, frim, company, bank or financial organization in the manner that the Company shall think fit.

**PROVISO:** Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No. | Name, address and occupation of Subscribers | Nationality & NRC No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1 | Sing Khon Palm Oil Pte. Ltd<br><br>Address : 1003 Bukit Merah Central #06-39 Singapore 159836<br><br>Represented by<br><br>Name- Mr. Prapol Phornprapha<br>Residential Address- 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | (Incorporated in Singapore)<br>Co. Registration No. 201629408N<br><br>Passport No. AA3022604 | 9498 shares | |
| 2 | Kyaw Maw 19 Enterprise Manufacturing Company Limited<br><br>Address : No 96 , Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar.<br><br>Represented by<br><br>Name- Mr. Kyaw Min Lwin<br>Residential Address- Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon. | (Incorporated in Myanmar)<br>Co. Registration No. 2434 / 2011-2012<br><br>NRC No. 12/ Ahsana (Ng) 060198 | 500 shares | |
| 3 | Mr. Prapol Phornprapha<br>Residential Address:102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | Passport Number : AA3022604 | 1 shares | |
| 4 | Mr. Kawee Nganthavee<br>Residential address: 25/2 Soi Phasuk Chaofa Road, T. Talad Nua Muang, Phuket, 83000 Thailand. | Passport Number : AA3595147 | 1 shares | |

Yangon Dated: the 26 Day of 26 May, 2017.

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

Thida Cho Win
Certified Public Accountant &
Financial Consultant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Articles Of Association

OF

# GREEN PALM OIL PLANTATION COMPANY LIMITED

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1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

## PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   *(a) The member of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

   *(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

## CAPITAL AND SHARES

3. The authorized capital of the Company is US$10,000,000 /- (US$ Ten Million Only) divided into (100,000) shares of US$ 100/- (US$ One Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine

According to the meeting resolution of the Extra-Ordinary General Meeting of Company dated ( 27.02.2018) and letter from Directorate of Investment and Company Administration with the letter no. DICA -10/1/2018(04139) dated (29.03.2018 )(Authorized Capital Change) as per back page of MOA & AOA.

Yours truly,

Mr. Prapol Phornprapha
Managing Director
**Green Palm Oil Plantation Co., Ltd**

Green Palm Oil Plantation Co., Ltd.
Managing Director
Mr. Prapol Phornprapha

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

## DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (10).

The First Directors shall be:-

(1) Mr. Prathama Phornprapha
(2) Mr. Prapol Phornprapha
(3) Mr. Kawee Nganthaveem

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least ( - ) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

## PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

## POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

## GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time ( not being more than fifteen months after the holding of the last preceding general meeting ) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

## DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

## OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

## ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

*(1)* *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*

*(2)* *all sales and purchases of goods by the Company;*

*(3)* *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

## AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No. | Name, address and occupation of Subscribers | Nationality & NRC No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1 | Sing Khon Palm Oil Pte. Ltd<br><br>Address : 1003 Bukit Merah Central #06-39 Singapore 159836<br><br>Represented by<br><br>Name- Mr. Prapol Phornprapha Residential Address- 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | (Incorporated in Singapore) Co. Registration No. 201629408N<br><br>Passport No. AA3022604 | 9498 shares | (signed) |
| 2 | Kyaw Maw 19 Enterprise Manufacturing Company Limited<br><br>Address : No 96 , Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar.<br><br>Represented by<br><br>Name- Mr. Kyaw Min Lwin Residential Address- Build-E, Room-101, Ahnawyathar Housing, Pyay Road, (2) Ward, Kamayut, Tsp, Yangon. | (Incorporated in Myanmar) Co. Registration No. 2434 / 2011-2012<br><br>NRC No. 12/ Ahsana (Ng) 060198 | 500 shares | (signed) |
| 3 | Mr. Prapol Phornprapha Residential Address:102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana 10110 Bangkok, Thailand. | Passport Number : AA3022604 | 1 shares | (signed) |
| 4 | Mr. Kawee Nganthavee Residential address: 25/2 Soi Phasuk Chaofa Road, T. Talad Nua, Muang, Phuket, 83000 Thailand. | Passport Number : AA3595147 | 1 shares | (signed) |

Yangon    Dated: the 26 Day of May, 2017.

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

Thida Cho Win
Certified Public Accountant &
Financial Consultant

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Passport No.
AA3022604

หนังสือเดินทางฉบับนี้ มี ๖๖ หน้า
This passport contains 66 pages

รายการบันทึก
ENDORSEMENTS

**Thailand**

PASSPORT
หนังสือเดินทาง



Type / รหัส: P
Country Code / ประเทศ: THA
Passport No. / หนังสือเดินทางเลขที่: AA3022604

Surname / นามสกุล
PHORNPRAPHA

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. PRAPOL

Name in Thai / ชื่อภาษาไทย
นาย ประพล พรประภา

Nationality / สัญชาติ: THAI
Date of birth / วันเกิด: 14 NOV 1973
Identification No. / เลขประจำตัวประชาชน: 3100700116463

Sex / เพศ: M
Height / ส่วนสูง: 1.77
Place of birth / สถานที่เกิด: BANGKOK

Date of issue / วันที่ออก: 19 JUN 2014
Issuing Authority / ออกให้โดย: MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ: 18 JUN 2019
Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

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AA6313010

Passport No.
AA6313010

หนังสือเดินทางฉบับนี้
มี ๖๖ หน้า
This passport contains
66 pages

รายการบันทึก
ENDORSEMENTS

**Thailand**

PASSPORT
หนังสือเดินทาง



Type / รหัส
P

Country Code / ประเทศ
THA

Passport No. / หนังสือเดินทางเลขที่
AA6313010

Surname / นามสกุล
PHORNPRAPHA

Title / Name / คำนำหน้าชื่อ / ชื่อ
MISS PRATHAMA

Name in Thai / ชื่อภาษาไทย
น.ส. ปฐมา พรประภา

Nationality / สัญชาติ
THAI

Date of birth / วันเกิด
18 JUL 1969

Identification No. / เลขประจำตัวประชาชน
3100700116455

Sex / เพศ
F

Height / ส่วนสูง
1.66

Place of birth / สถานที่เกิด
BANGKOK

Date of issue / วันที่ออก
16 FEB 2016

Issuing Authority / ออกให้โดย
MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ
15 FEB 2021

Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

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หนังสือเดินทางฉบับนี้ มี ๖๖ หน้า
This passport contains 66 pages

Passport No.
AA2878950

รายการบันทึก
ENDORSEMENTS

**Thailand**

PASSPORT
หนังสือเดินทาง



Type / รหัส: P
Country Code / ประเทศ: THA
Passport No. / หนังสือเดินทางเลขที่: AA2878950

Surname / นามสกุล
PHORNPRAPHA

Title / Name / คำนำหน้าชื่อ / ชื่อ
MISS PRIN

Name in Thai / ชื่อภาษาไทย
น.ส. ปฤณ พรประภา

Nationality / สัญชาติ: THAI
Date of birth / วันเกิด: 06 JAN 1975
Identification No. / เลขประจำตัวประชาชน: 3100700116471

Sex / เพศ: F
Height / ส่วนสูง: 1.60
Place of birth / สถานที่เกิด: BANGKOK

Date of issue / วันที่ออก: 01 APR 2014
Issuing Authority / ออกให้โดย: MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ: 31 MAR 2019
Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง: Prin Phornprapha

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หนังสือเดินทางเล่มนี้ มี 66 หน้า
This passport contains 66 pages

FEE PAID

Passport No.
AA3595147

รายการบันทึก
ENDORSEMENTS

Endorsement No. 7733/2567

The holder has previously travelled on Passport No. I890051 issued by Ministry of Foreign Affairs at Bangkok on 20 APR 2010 which has been cancelled and returned to the holder, the same duly effected ...

**Thailand**

PASSPORT
หนังสือเดินทาง



Type / รหัส
P

Country Code / ประเทศ
THA

Passport No. / หนังสือเดินทางเลขที่
AA3595147

Surname / นามสกุล
NGANTHAVEE

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. KAWEE

Name in Thai / ชื่อภาษาไทย
นาย กวี งานทวี

Nationality / สัญชาติ
THAI

Date of birth / วันเกิด
03 NOV 1970

Identification No. / เลขประจำตัวประชาชน
3839900426573

Sex / เพศ
M

Height / ส่วนสูง
1.75

Place of birth / สถานที่เกิด
PHUKET

Date of issue / วันที่ออก
27 OCT 2014

Issuing Authority / ออกให้โดย
MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ
26 OCT 2019

Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THANGANTHAVEE<<KAWEE<<<<<<<<<<<<<<<<<<<<<<<<

AA35951476THA7011030M1910267383990042657<70

Green Palm Oil Plantation Company Limited

VDB | Loi

**Majority Shareholding company (Sing Khon Palm Oil Pte. Ltd.)**

**INFORMATION RESOURCES**



## Business Profile (Company) of SING KHON PALM OIL PTE. LTD. (201629408N)

Date: 01/11/2016

**The Following Are The Brief Particulars of :**

| | |
|---|---|
| Registration No. | 201629408N |
| Company Name. | SING KHON PALM OIL PTE. LTD. |
| Former Name if any | |
| Incorporation Date. | 26/10/2016 |
| Company Type | EXEMPT PRIVATE COMPANY LIMITED BY SHARES |
| Status | Live Company |
| Status Date | 26/10/2016 |

**Principal Activities**

| | |
|---|---|
| Activities (I) | OTHER INVESTMENT HOLDING COMPANIES (64202) |
| Description | |
| Activities (II) | GENERAL WHOLESALE TRADE (INCLUDING GENERAL IMPORTERS AND EXPORTERS) (46900) |
| Description | |

**Capital**

| Issued Share Capital* (AMOUNT) | Number of Shares | Currency | Share Type |
|---|---|---|---|
| 10000 | 10000 | UNITED STATES OF AMERICA, DOLLARS | ORDINARY |

* Number of Shares includes number of Treasury Shares

| Paid-Up Capital (AMOUNT) | Number of Shares | Currency | Share Type |
|---|---|---|---|
| 10000 | | UNITED STATES OF AMERICA, DOLLARS | ORDINARY |

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

| Number Of Shares | Currency |
|---|---|

Registered Office Address : 1003 BUKIT MERAH CENTRAL
#06-39
SINGAPORE (159836)

INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

Business Profile (Company) of SING KHON PALM OIL PTE. LTD. (201629408N) Date: 01/11/2016

**Officers/Authorised Representative(s)**

| Name / Address | ID | Nationality / Position Held | Source of Address | Date of Appointment |
|---|---|---|---|---|
| 102 SOI SUKHUMVIT 55 (THONGLOR), KLONGTON NUA, WATTANA 10110 BANGKOK THAILAND | | Director | | |
| TAN LAY NAH , EVELYN (CHEN LINA, EVELYN) | S7235830I | SINGAPORE CITIZEN | ACRA | 26/10/2016 |
| 1003 BUKIT MERAH CENTRAL #06-39 SINGAPORE (159836) | | Secretary | | |

**Shareholder(s)**

| | Name / Address | ID | Nationality/Place of Incorporation/Origin | Source of Address | Address Changed |
|---|---|---|---|---|---|
| 1 | PRATHAMA PHORNPRAPHA | AA2246067 | THAI | ACRA | 01/11/2016 |
| | 102/1 SOI SUKHUMVIT 55 (THONGLOR), KLONGTON NUA, WATTANA BANGKOK 10110 THAILAND | | | | |
| | Ordinary(Number) | Currency | | | |
| | 2000 | UNITED STATES OF AMERICA, DOLLARS | | | |
| 2 | PRIN PHORNPRAPHA | AA2878950 | THAI | ACRA | 01/11/2016 |
| | 102/1 SOI SUKHUMVIT 55 (THONGLOR), KLONGTON NUA, WATTANA BANGKOK 10110 THAILAND | | | | |
| | Ordinary(Number) | Currency | | | |
| | 2000 | UNITED STATES OF AMERICA, DOLLARS | | | |
| 3 | PRAPOL PHORNPRAPHA | AA3022604 | THAI | ACRA | 01/11/2016 |
| | 102 SOI SUKHUMVIT 55 (THONGLOR), KLONGTON NUA, WATTANA 10110 BANGKOK THAILAND | | | | |
| | Ordinary(Number) | Currency | | | |
| | 2000 | UNITED STATES OF AMERICA, DOLLARS | | | |

SINGAPORE BRANCH Date 30APR18 Page 15/001

# STATEMENT OF ACCOUNT

Account type - CURRENT ACCOUNT

Currency - US DOLLARS

Account No - 0702-471623-100

To - SING KHON PALM OIL PTE LTD
69 RAMKHAMGHAENG ROAD, HUAMARK,
BANGKAPI, BANGKOK 10240
THAILAND

| Date | Particular | Debit | Credit | Balance |
|---|---|---|---|---|
| 29MAR18 | Brought forward | | | 1,936,161.00 |
| 26APR18 | DR OTTR800765 VISIONARE AP PTE LTD | 2,326.84 | | 1,933,834.16 |
| 27APR18 | CR ITTR805300 /03700885841540 PRATHAMA PHORNPRAPHA | | 49,993.00 | 1,983,827.16 |
| | CR ITTR805301 /03700945150940 KAWEE NGANTHAVEE | | 99,993.00 | 2,083,820.16 |
| | CR ITTR805302 /03700885768240 PRAPOL PHORNPRAPHA | | 49,993.00 | 2,133,813.16 |
| | CR ITTR805303 /03700885803940 PRIN PHORNPRAPHA | | 49,993.00 | 2,183,806.16 |
| | CREDIT BALANCE | | | 2,183,806.16 |

Deposit Insurance Scheme:-

1) Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S$50,000 in aggregate per depositor per Scheme member by law.
2) Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

**Please Note:**

1. Any exception, error or change of address should be advised to the Bank within 14 days from date of statement of account.
2. No statement will be generated and sent to customers if there is no transaction in the month.

8/5/61

Bangkok Bank Public Company Limited
SINGAPORE

Co. Registration No: S56FC1183G

SINGAPORE BRANCH Date 29MAR18 Page 14/001

# STATEMENT OF ACCOUNT

Account type - CURRENT ACCOUNT

Currency - US DOLLARS

Account No - 0702-471623-100

To - SING KHON PALM OIL PTE LTD
69 RAMKHAMGHAENG ROAD, HUAMARK,
BANGKAPI, BANGKOK 10240
THAILAND

| Date | Particular | Debit | Credit | Balance |
|---|---|---|---|---|
| 28FEB18 | Brought forward | | | 1,936,161.00 |
| | CREDIT BALANCE | | | 1,936,161.00 |

Deposit Insurance Scheme:-

1) Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S$50,000 in aggregate per depositor per Scheme member by law.
2) Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

Please Note:

1. Any exception, error or change of address should be advised to the Bank within 14 days from date of statement of account.
2. No statement will be generated and sent to customers if there is no transaction in the month.

 20/4/61

THE COMPANIES ACT (CHAPTER 50)
A PRIVATE COMPANY LIMITED BY SHARES
CONSTITUTION OF
SING KHON PALM OIL PTE. LTD.

---

1. The name of the company is **SING KHON PALM OIL PTE. LTD.**

2. The registered office of the company is situated in the Republic of Singapore.

**1003 BUKIT MERAH CENTRAL #06-39**
**Singapore 159836**

3. The liability of the members is limited.

4. The share capital of the company is

| Currency | Amount of Issued Share Capital |
| --- | --- |
| **UNITED STATES OF AMERICA, DOLLARS** | **10000** |

5. We, the persons whose names and occupations are set out in this Constitution, desire to form a company in pursuance of this Constitution and we each agree to take the number of shares in the capital of the company set out against our respective names.

| Name of Subscribers | Occupation of Subscribers | Number of Shares Allotted | Class of shares | Currency |
| --- | --- | --- | --- | --- |
| KAWEE NGANTHAVEE | | 4000 | Ordinary | UNITED STATES OF AMERICA, DOLLARS(USD) |
| PRAPOL PHORNPRAPHA | | 2000 | Ordinary | UNITED STATES OF AMERICA, DOLLARS(USD) |
| PRATHAMA PHORNPRAPHA | | 2000 | Ordinary | UNITED STATES OF AMERICA, DOLLARS(USD) |
| PRIN PHORNPRAPHA | | 2000 | Ordinary | UNITED STATES OF AMERICA, DOLLARS(USD) |

Dated this: 26/10/2016

*Interpretation*

6.—(1) In this Constitution —

"Act" means the Companies Act (Cap. 50);

"board of directors" means the board of directors of the company;

"directors" means the directors of the company;

"electronic register of members" means the electronic register of members kept and maintained by the Registrar for private companies under section 196A of the Act;

"general meeting" means a general meeting of the company;

"member" means a member of the company;

"Registrar" has the same meaning as in section 4(1) of the Act;

"seal" means the common seal of the company;

"secretary" means a secretary of the company appointed under section 171 of the Act.

(2) In this Constitution —

(*a*) expressions referring to writing include, unless the contrary intention appears, references to printing, lithography, photography and other modes of representing or reproducing words in a visible form; and

(*b*) words or expressions contained in this Constitution must be interpreted in accordance with the provisions of the Interpretation Act (Cap. 1), and of the Act in force as at the date at which this Constitution becomes binding on the company.

*Share capital and variation of rights*

7.—(1) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, shares in the company may be issued by the directors.

(2) Shares referred to in paragraph (1) may be issued with preferred, deferred, or other special rights or restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the directors, subject to any ordinary resolution of the company, determine.

8.—(1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the company is being wound up, be varied with —

(*a*) the consent in writing of the holders of 75% of the issued shares of that class; or

(*b*) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class.

(2) The provisions of this Constitution relating to general meetings apply with the necessary modifications to every separate general meeting of the holders of the shares of the class referred to in paragraph (1), except that —

(*a*) the necessary quorum is at least 2 persons holding or representing by proxy one-third of the issued shares of the class; and

(*b*) any holder of shares of the class present in person or by proxy may demand a poll.

(3) Section 184 of the Act applies with the necessary modifications to every special resolution passed at a separate general meeting of the holders of the shares of the class under paragraph (1).

9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights are, unless otherwise expressly provided by the terms of issue of the shares of that class, treated as being varied by the creation or issue of further shares which ranks equally with the shares of that class.

10. The company may on any issue of shares pay any brokerage that is permitted by law.

11.—(1) Except as required by law, no person is to be recognised by the company as holding any share upon any trust.

(2) Except as required by law or by this Constitution, the company is not bound by or compelled in any way to recognise —

(*a*) any equitable, contingent, future or partial interest in any share or unit of a share; or

(*b*) any other rights in respect of any share or unit of share,

other than the registered holder's absolute right to the entirety of the share or unit of share.

(3) Paragraph (2) applies even when the company has notice of any interest or right referred to in paragraph (2)(*a*) or (*b*).

12.—(1) Every person whose name is entered as a member in the electronic register of members is entitled without payment to receive a certificate under the seal of the company in accordance with the Act.

(2) In respect of a share or shares held jointly by several persons, the company is not bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

*Lien*

13.—(1) The company has a first and paramount lien on —

(*a*) every share (that is not a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and

(*b*) all shares (other than fully paid shares) registered in the name of a single person for all money presently payable by the person or the person's estate to the company.

(2) The company's lien, if any, on a share extends to all dividends payable on the share.

(3) The directors may at any time declare any share to be wholly or partly exempt from paragraph (1) or (2), or both.

14.—(1) Subject to paragraph (2), the company may sell, in any manner as the directors think fit, any shares on which the company has a lien.

(2) No sale may be made under paragraph (1) unless —

(*a*) a sum in respect of which the lien exists is presently payable;

(*b*) a notice in writing, stating and demanding payment of the amount in respect of which the lien exists as is presently payable, has been given by the company to the registered holder for the time being of the share, or the person entitled to the share by reason of the death or bankruptcy of the registered holder of the share; and

(*c*) a period of 14 days has expired after the giving of the notice in sub-paragraph (*b*).

15.—(1) To give effect to any sale of shares under regulation 14, the directors may authorise any person to transfer the shares sold to the purchaser of the shares.

(2) Subject to regulations 25, 26 and 27, the company must lodge a notice of transfer of shares in relation to the shares sold to the purchaser with the Registrar.

(3) The purchaser of any shares referred to in paragraph (1) is not bound to see to the application of the purchase money, and the purchaser's title to the shares is not affected by any irregularity or invalidity in the proceedings with respect to the sale of the shares.

16.—(1) The proceeds of any sale of shares under regulation 14 received by the company must be applied in payment of any part of the amount in respect of which the lien exists as is presently payable.

(2) Any remaining proceeds from the sale of shares must (subject to any lien for sums not presently payable as existed upon the shares before the sale but which have become presently payable) be paid to the person entitled to the shares at the date of the sale.

*Calls on shares*

17.—(1) The directors may from time to time make calls upon the members in respect of any money unpaid on their shares, other than in accordance with the conditions of the allotment of the shares, if both of the following conditions are met:

(*a*) no call is payable at less than one month after the date fixed for the payment of the last preceding call;

(*b*) at least 14 days' notice specifying the time or times and the place of payment is given by the company to the members.

(2) Each member must pay to the company at the time or times and place specified in the notice referred to in paragraph (1)(*b*) the amount called on the member's shares.

(3) The directors may revoke or postpone a call.

18.—(1) A call is treated as having been made at the time when the resolution of the directors authorising the call was passed.

(2) A call may be required to be paid by instalments.

19. The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

20.—(1) If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due must pay interest on the sum for the period beginning on the day appointed for payment of the sum to the time of actual payment of the sum at such rate not exceeding 8% per annum as the directors may determine.

(2) The directors may waive, wholly or in part, the payment of the interest referred to in paragraph (1).

21.—(1) Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date is to be treated as a call duly made and payable on the date on which, by the terms of issue of the share, the sum becomes payable.

(2) In the case of non-payment of any sum referred to in paragraph (1), all the provisions of this Constitution as to payment of interest and expenses and forfeiture apply as if the sum had become payable by virtue of a call duly made and notified.

22. The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

23.—(1) The directors may, if they think fit, receive in advance from any member (if the member is willing) all or any part of the money uncalled and unpaid upon any shares held by the member.

(2) Upon the company receiving the money referred to in paragraph (1), the directors may (until the amount would, but for the advance, become payable) pay interest to the member at such rate not exceeding (unless the company in general meeting otherwise directs) 8% per annum as may be agreed upon between the directors and the member.

*Transfer of shares*

24.—(1) Subject to this Constitution, any member may transfer all or any of the member's shares by instrument in writing in any usual or common form or in any other form which the directors may approve.

(2) The instrument of transfer must be executed by or on behalf of the transferor and the transferor remains the holder of the shares transferred until the name of the transferee is entered in the electronic register of members.

25.—(1) To enable the company to lodge a notice of transfer of shares with the Registrar under section 128(1)(*a*) of the Act, the following items in relation to the transfer of shares must be delivered by the transferor to the registered office of the company:

(*a*) the instrument of transfer;

(*b*) a fee not exceeding $1 as the directors from time to time may require;

(*c*) the certificate of the shares to which the instrument of transfer relates;

(*d*) any other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

(2) Upon receipt of the items referred to in paragraph (1), the company must, subject to regulation 26, lodge with the Registrar a notice of transfer of shares in accordance with section 128 of the Act and retain the instrument of transfer referred to in regulation 24.

26. The directors may decline to lodge a notice of transfer of shares with the Registrar if —

(*a*) the shares are not fully paid shares;

(*b*) the directors do not approve of the transferee; or

(*c*) the company has a lien on the shares.

27. The lodging of any notice of transfer of shares with the Registrar for the purpose of updating the electronic register of members may be suspended at any time and for any period as the directors may from time to time determine, but not for more than a total of 30 days in any year.

*Transmission of shares*

28.—(1) Where a sole holder of shares of the company dies, the company may recognise only the legal personal representatives of the deceased as having any title to the deceased's interest in the shares.

(2) Where a joint holder of shares of the company dies, the company may recognise only the survivor or survivors of the deceased as having any title to the deceased's interest in the shares.

(3) Nothing in paragraph (2) releases the estate of the deceased from any liability in respect of any share which had been jointly held by the deceased with other persons.

29.—(1) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the directors, elect to —

(*a*) be registered as holder of the share in the electronic register of members; or

(*b*) nominate another person to be registered as the transferee of the share in the electronic register of members.

(2) Despite paragraph (1), the directors have the same right to decline or suspend the lodging of a notice of transfer of shares with the Registrar for the purpose of updating the electronic register of members under regulations 26 and 27 as they would have had in the case of a transfer of the share by the member referred to in paragraph (1) before the death or bankruptcy of the member.

30.—(1) If a person becoming entitled to a share in consequence of the death or bankruptcy of a member elects to be registered as holder of the share in the electronic register of members, the person must deliver or send to the company a notice in writing signed by the person stating that the person elects to be registered in the electronic register of members as the holder of the share.

(2) If a person becoming entitled to a share in consequence of the death or bankruptcy of a member elects to nominate another person to be registered as the transferee of the share in the electronic register of members, the person must execute a transfer to that other person a transfer of the share.

(3) All the limitations, restrictions, and provisions of this Constitution relating to the right to transfer and the lodging of a notice of transfer by the company in relation to any transfer of shares are applicable to any notice referred to in paragraph (1) or transfer referred to in paragraph (2), as if the death or bankruptcy of the member concerned had not occurred and the notice or transfer were a transfer signed by the member.

31.—(1) Where the registered holder of any share dies or becomes bankrupt, the personal representative of the registered holder or the assignee of the registered holder's estate, as the case may be, is, upon the production of such evidence as may from time to time be properly required by the directors, entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the company, or to voting, or otherwise), that the registered holder would have been entitled to if the registered holder had not died or become bankrupt.

(2) Where 2 or more persons are jointly entitled to any share in consequence of the death of the registered holder, they are, for the purposes of this Constitution, treated as joint holders of the share.

*Forfeiture of shares*

32. If a member fails to pay any call or instalment of a call on the day appointed for payment of the call or instalment of the call, the directors may, as long as any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of the unpaid part of the call or instalment, together with any interest which may have accrued.

33. The notice under regulation 32 must —

(*a*) name a day (not earlier than 14 days after the date of service of the notice) on or before which the payment required by the notice is to be made; and

(*b*) state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made is liable to be forfeited.

34.—(1) If the requirements of a notice referred to in regulation 33 are not complied with, any share in respect of which the notice was given may, at any time after the notice is given but before the payment required by the notice has been made, be forfeited by a resolution of the directors passed for the purpose of forfeiting the share.

(2) Forfeiture under paragraph (1) includes all dividends declared in respect of the forfeited shares and not paid before the forfeiture.

35. A forfeited share may be sold or otherwise disposed of on any terms and in any manner as the directors think fit, and, at any time before a sale or disposition, the forfeiture may be cancelled on any terms as the directors think fit.

36.—(1) A person whose shares have been forfeited ceases to be a member in respect of the forfeited shares.

(2) Despite paragraph (1), the person referred to in that paragraph remains liable to pay to the company all money which, at the date of forfeiture, was payable by the person to the company in respect of the shares (together with

interest at the rate of 8% per annum beginning on the date of forfeiture on the money for the time being unpaid if the directors think fit to enforce payment of such interest).

37. A statutory declaration in writing that the declarant is a director or the secretary of the company, and that a share in the company has been forfeited on a date stated in the declaration, is conclusive evidence of the facts stated in the declaration as against all persons claiming to be entitled to the share.

38.—(1) The company may receive the consideration, if any, given for a forfeited share on any sale or disposition of the forfeited share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of (called in this regulation the transferee).

(2) Upon the company executing a transfer of the share in favour of the transferee, the company must lodge a notice of transfer of share with the Registrar under section 128 of the Act for the purpose of updating the electronic register of members to reflect the transferee as the registered owner of the forfeited share.

(3) The transferee is not bound to see to the application of the purchase money, if any, and the transferee's title to the share is not affected by any irregularity or invalidity in the proceedings with respect to the forfeiture, sale, or disposal of the share.

39. The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time as if the sum had been payable by virtue of a call duly made and notified.

*Conversion of shares into stock*

40. The company may by ordinary resolution passed at a general meeting convert any paid-up shares into stock and reconvert any stock into paid-up shares.

41.—(1) Subject to paragraph (2), the holders of stock may transfer the stock or any part of the stock in the same manner, and subject to the same regulations, by which the shares from which the stock arose might, prior to conversion, have been transferred.

(2) The directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.

42.—(1) Subject to paragraph (2), the holders of stock have, according to the amount of the stock held by the holders, the same rights, privileges and advantages in relation to dividends, voting at meetings of the company and other matters as if they held the shares from which the stock arose.

(2) No privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) is to be conferred by any aliquot part of stock on the holder of such stock which would not, if existing in shares, have conferred that privilege or advantage on the holder of such stock.

43. Provisions of this Constitution applicable to paid-up shares apply to stock, and references to “share” and “shareholder” in this Constitution are to be read as if they were references to “stock” and “stockholder”, respectively.

*Alteration of capital*

44. The company may from time to time by ordinary resolution do any of the following:

(*a*) consolidate and divide all or any of its share capital;

(*b*) subdivide its shares or any of them such that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share is the same as it was in the case of the share from which the reduced share is derived;

(*c*) cancel the number of shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person or which have been forfeited, and diminish the amount of its share capital by the number of the shares so cancelled.

45.—(1) Subject to any direction to the contrary that may be given by the company in general meeting, all new shares must, before issue, be offered to all persons who, as at the date of the offer, are entitled to receive notices from the company of general meetings, in proportion, or as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled.

(2) The offer must be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, is treated to be declined.

(3) After the expiration of the time referred to in paragraph (2), or upon the person to whom the offer is made declining the shares offered, the directors may dispose of those shares in any manner as they think is the most beneficial to the company.

(4) The directors may dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the directors, be conveniently offered under this regulation.

46. The company may, by special resolution and with any consent required by law, reduce its share capital in any manner.

*General meeting*

47.—(1) An annual general meeting of the company must be held in accordance with the provisions of the Act.

(2) All general meetings other than the annual general meetings are called extraordinary general meetings.

48.—(1) An extraordinary general meeting may be requisitioned by —

(*a*) any director, whenever the director thinks fit; or

(*b*) any requisitionist as provided for by the Act.

(2) Upon a requisition being made under paragraph (1), an extraordinary general meeting must be convened.

49.—(1) Subject to the provisions of the Act relating to special resolutions and any agreement amongst persons who are entitled to receive notices of general meetings from a company, at least 14 days' notice (exclusive of the day on which the notice is served or treated to be served, but inclusive of the day for which notice is given) of any general meeting must be given to persons entitled to receive notices of general meetings from the company.

(2) A notice of a general meeting must specify the following:

(*a*) the place at which the general meeting is held;

(*b*) the date and time of the general meeting;

(*c*) in case of special business to be transacted at the general meeting, the general nature of that business.

50.—(1) All business that is transacted at an extraordinary general meeting is special business.

(2) All business that is transacted at an annual general meeting is special business, except —

(*a*) the declaration of a dividend;

(*b*) the consideration of the financial statements, the reports of the auditors and the statements of the directors;

(*c*) the election of directors in the place of retiring directors; and

(*d*) the appointment and fixing of the remuneration of the auditors.

*Proceedings at general meetings*

51.—(1) No business is to be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(2) Except as otherwise provided in this Constitution, 2 members present in person form a quorum.

(3) In this regulation, "member" includes a person attending as a proxy or as representing a corporation or a limited liability partnership which is a member.

52. If within half an hour after the time appointed for a general meeting a quorum is not present, the meeting —

(*a*) in the case where the meeting is convened upon the requisition of members, is dissolved; or

(*b*) in any other case, is adjourned to the same day in the next week at the same time and place, or to another day and at another time and place as the directors may determine.

53. The chairman of a general meeting is —

(*a*) where the board of directors has appointed a chairman amongst the directors, the chairman; or

(*b*) where —

(i) the chairman of the board of directors is unwilling to act as the chairman of the general meeting;

(ii) the chairman is not present within 15 minutes after the time appointed for the holding of the general meeting; or

(iii) the board of directors has not appointed a chairman amongst the directors,

the member elected by the members present for the purpose of being the chairman of the general meeting.

54.—(1) The chairman may, with the consent of a general meeting at which a quorum is present, and must if so directed by a general meeting, adjourn the general meeting from time to time and from place to place.

(2) No business is to be transacted at any adjourned meeting other than the business left unfinished at the general meeting from which the adjournment took place (called in this regulation the original general meeting).

(3) There is no need to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting unless the adjourned meeting is to be held more than 30 days after the date of the original general meeting.

55.—(1) At any general meeting, a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded —

(*a*) by the chairman;

(*b*) by at least 3 members present in person or by proxy;

(*c*) by any member or members present in person or by proxy and representing not less than 5% of the total voting rights of all the members having the right to vote at the meeting; or

(*d*) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 5% of the total sum paid up on all the shares conferring that right.

(2) Unless a poll is demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the company is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(3) The demand for a poll may be withdrawn.

56.—(1) Subject to paragraph (2), if a poll is demanded it must be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs.

(2) A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

(3) The result of the poll is a resolution of the meeting at which the poll was demanded.

57. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded is entitled to a second or casting vote.

58.—(1) Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes of members, each member entitled to vote may vote in person or by proxy or by attorney.

(2) On a show of hands every member or representative of a member who is present in person has one vote.

(3) On a poll every member present in person or by proxy or by attorney or other duly authorised representative has one vote for each share the member holds.

59.—(1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, is accepted to the exclusion of the votes of the other joint holders.

(2) For the purposes of paragraph (1), seniority is to be determined by the order in which the names stand in the electronic register of members.

60. A member who is mentally disordered or whose person or estate is liable to be dealt with in any way under the law relating to mental capacity may vote, whether on a show of hands or on a poll, by a person who properly has the management of the estate of the member, and any such person may vote by proxy or attorney.

61. No member is entitled to vote at any general meeting unless all calls or other sums presently payable by the member in respect of shares in the company have been paid.

62.—(1) No objection may be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.

(2) Any objection made in due time must be referred to the chairman of the meeting, whose decision is final and conclusive.

(3) Every vote not disallowed at the meeting is valid for all purposes.

63.—(1) The instrument appointing a proxy must be in writing, in the common or usual form and —

(*a*) where the appointer is a corporation or a limited liability partnership, either under seal or under the hand of an officer or attorney duly authorised; or

(*b*) in any other case, under the hand of the appointer or of the attorney of the appointer duly authorised in writing.

(2) A proxy may but need not be a member of the company.

(3) The instrument appointing a proxy is treated as conferring authority to demand or join in demanding a poll.

64. Where an opportunity of voting for or against a resolution is to be conferred on members, the instrument appointing a proxy may be in the following form or such other form as the board of directors may approve:

> "I/We*, [name(s)], of [address(es)], being a member/members* of the abovenamed company, appoint [name] of [address], or failing him/her, [name] of [address], as my/our* proxy to vote for me/us* on my/our* behalf at the [annual or extraordinary, as the case may be] general meeting of the company, to be held on [date], and at any adjournment of the meeting.
>
> Signed on [date].
>
> This form is to be used in favour of/against* the resolution.
>
> *Delete whichever is not applicable. [Unless otherwise instructed, the proxy may vote as he or she thinks fit.]".

65.—(1) The following documents must be deposited at the registered office of the company, or at such other place in Singapore as is specified in the notice convening the meeting by the time specified in paragraph (2) for the purpose of appointing a proxy:

(*a*) the instrument appointing a proxy;

(*b*) the power of attorney or other authority, if any, under which the instrument appointing the proxy is signed, or a notarially certified copy of that power of attorney or authority.

(2) For the purposes of paragraph (1), the time is —

(*a*) in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; or

(*b*) in any other case, not less than 72 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

(3) An instrument of proxy is not valid if paragraph (1) is not complied with.

66.—(1) Subject to paragraph (2), a vote given in accordance with the terms of an instrument of proxy or attorney is valid despite —

(*a*) the previous death or mental disorder of the principal;

(*b*) the revocation of the instrument or of the authority under which the instrument was executed; or

(*c*) the transfer of the share in respect of which the instrument is given.

(2) Paragraph (1) does not apply if an intimation in writing of such death, mental disorder, revocation, or transfer has been received by the company at its registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

*Directors: Appointment, etc.*

67.—(1) At the first annual general meeting of the company, all the directors must retire from office.

(2) At every annual general meeting subsequent to the first annual general meeting of the company, one-third of the directors for the time being, or, if their number is not 3 or a multiple of 3, then the number nearest one-third, must retire from office.

68. A retiring director is eligible for re-election.

69. The directors to retire in every year must be those who have been longest in office since their last election, but, as between persons who became directors on the same day, those to retire must (unless they otherwise agree among themselves) be determined by lot.

70.—(1) The company at the meeting at which a director retires may fill the vacated office by electing a person to fill the vacated office.

(2) If the company does not fill the vacated office, the retiring director is, if he or she offers himself or herself for re-election and is not disqualified under the Act from holding office as a director, treated as re-elected, unless —

(*a*) at that meeting it is expressly resolved not to fill the vacated office; or

(*b*) a resolution for the re-election of that director is put to that meeting and lost.

71. The company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office.

72.—(1) The directors have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but the total number of directors must not at any time exceed the number fixed in accordance with this Constitution.

(2) Any director appointed under paragraph (1) holds office only until the next annual general meeting, and is then eligible for re-election.

(3) Any director appointed under paragraph (1) must not be taken into account in determining the directors who are to retire by rotation at the next annual general meeting.

73.—(1) The company may by ordinary resolution remove any director before the expiration of his or her period of office, and may by an ordinary resolution appoint another person in place of the removed director.

(2) The person appointed in place of the removed director is subject to retirement at the same time as if the person had become a director on the day on which the director in whose place the person is appointed was last elected a director.

74.—(1) The remuneration of the directors is, from time to time, to be determined by the company in general meeting.

(2) The remuneration of the directors is treated as accruing from day to day.

(3) The directors may also be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or in connection with the business of the company.

75. The shareholding qualification for directors may be fixed by the company in general meeting.

76. The office of director becomes vacant if the director —

(*a*) ceases to be a director by virtue of the Act;

(*b*) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

(*c*) becomes prohibited from being a director by reason of any order made under the Act;

(*d*) becomes disqualified from being a director by virtue of his or her disqualification or removal or the revocation of his or her appointment as a director, as the case may be, under —

(i) section 148, 149, 149A, 154, 155, 155A or 155C of the Act;

(ii) section 50 or 54 of the Banking Act (Cap. 19);

(iii) section 47 of the Finance Companies Act (Cap. 108);

(iv) section 57 of the Financial Advisers Act (Cap. 110);

(v) section 31, 31A, 35ZJ or 41(2)(*a*)(ii) of the Insurance Act (Cap. 142);

(we) section 30AAI of the Monetary Authority of Singapore Act (Cap. 186);

(vii) section 12A of the Money-changing and Remittance Businesses Act (Cap. 187);

(viii) section 22 of the Payment Systems (Oversight) Act (Cap. 222A);

(ix) section 44, 46Z, 81P, 81ZJ, 97 or 292A of the Securities and Futures Act (Cap. 289); or

(x) section 14 of the Trust Companies Act (Cap. 336);

(*e*) being a director of a Registered Fund Management Company as defined in the Securities and Futures (Licensing and Conduct of Business) Regulations (Cap. 289, Rg 10), he or she has been removed by the Registered Fund Management Company as director in accordance with those Regulations;

(*f*) becomes mentally disordered and incapable of managing himself or herself or his or her affairs or a person whose person or estate is liable to be dealt with in any way under the law relating to mental capacity;

(*g*) subject to section 145 of the Act, resigns his or her office by notice in writing to the company;

(*h*) for more than 6 months is absent without permission of the directors from meetings of the directors held during that period;

(*i*) without the consent of the company in general meeting, holds any other office of profit under the company except that of managing director or manager; or

(*j*) is directly or indirectly interested in any contract or proposed contract with the company and fails to declare the nature of his or her interest in manner required by the Act.

*Powers and duties of directors*

77.—(1) The business of a company is managed by or under the direction or supervision of the directors.

(2) The directors may exercise all the powers of a company except any power that the Act or this Constitution requires the company to exercise in general meeting.

78. Without limiting the generality of regulation 77, the directors may exercise all the powers of the company to do all or any of the following for any debt, liability, or obligation of the company or of any third party:

(*a*) borrow money;

(*b*) mortgage or charge its undertaking, property, and uncalled capital, or any part of the undertaking, property and uncalled capital;

(*c*) issue debentures and other securities whether outright or as security.

79. The directors may exercise all the powers of the company in relation to any official seal for use outside Singapore and in relation to branch registers of debenture holders kept in any place outside Singapore.

80.—(1) The directors may from time to time by power of attorney appoint any corporation, firm, limited liability partnership or person or body of persons, whether nominated directly or indirectly by the directors, to be the attorney or attorneys of the company for the purposes and with the powers, authorities, and discretions (not exceeding those vested in or exercisable by the directors under this Constitution) and for a period and subject to any conditions as the directors may think fit.

(2) Any powers of attorney granted under paragraph (1) may contain provisions for the protection and convenience of persons dealing with the attorney as the directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities, and discretions vested in the attorney.

81. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the company, must be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any 2 directors or in such other manner as the directors from time to time determine.

82.—(1) The directors must cause minutes to be made of all of the following matters:

(*a*) all appointments of officers to be engaged in the management of the company's affairs;

(*b*) names of directors present at all meetings of the company and of the directors;

(*c*) all proceedings at all meetings of the company and of the directors.

(2) The minutes referred to in paragraph (1) must be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

*Proceedings of directors*

83.—(1) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

(2) A director may at any time summon a meeting of the directors.

(3) The secretary must, on the requisition of a director, summon a meeting of the directors.

84.—(1) Subject to this Constitution, questions arising at any meeting of directors must be decided by a majority of votes and a determination by a majority of directors is for all purposes treated as a determination of the directors.

(2) In case of an equality of votes the chairman of the meeting has a second or casting vote.

85.—(1) A director must not vote in respect of any transaction or proposed transaction with the company in which the director is interested, or in respect of any matter arising from such transaction or proposed transaction.

(2) If a director referred to in paragraph (1) does vote in respect of any transaction or proposed transaction referred to in that paragraph, the director's vote must not be counted.

86. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed is 2.

87.—(1) Subject to paragraph (2), the directors may act despite any vacancy in their body.

(2) If and so long as the number of directors is reduced below the number fixed by this Constitution as the necessary quorum of directors, the continuing directors or director may not act except for the purpose of increasing the number of directors to that number or for the purpose of summoning a general meeting of the company.

88.—(1) The directors may elect a chairman of their meetings and determine the period for which the chairman is to hold office.

(2) If no chairman is elected, or if at any meeting the chairman is not present within 10 minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.

89.—(1) The directors may delegate any of their powers to committees consisting of any member or members of their body as the directors think fit.

(2) Any committee formed under paragraph (1) must in the exercise of the delegated powers conform to any regulation that may be imposed on it by the directors.

90.—(1) A committee may elect a chairman of its meetings.

(2) If no chairman is elected, or if at any meeting the chairman is not present within 10 minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.

91.—(1) A committee may meet and adjourn as it thinks proper.

(2) Questions arising at any meeting must be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman has a second or casting vote.

92. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director is as valid as if every such person had been duly appointed and was qualified to be a director, even if it is afterwards discovered that —

(*a*) there was some defect in the appointment of any director or person acting as a director; or

(*b*) the directors or person acting as a director or any of them were disqualified.

93.—(1) A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the directors, is as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

(2) Any resolution in writing under paragraph (1) may consist of several documents in like form, each signed by one or more directors.

94. Where the company has only one director, the director may pass a resolution by recording it and signing the record.

*Managing directors*

95.—(1) The directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment.

(2) A director appointed under paragraph (1) is not, while holding the office of managing director, subject to retirement by rotation or to be taken into account in determining the rotation of retirement of directors, but his or her appointment automatically determines if he or she ceases from any cause to be a director.

96. A managing director may, subject to the terms of any agreement entered into in any particular case, receive remuneration by one or more of the following ways as the directors may determine:

(*a*) salary;

(*b*) commission;

(*c*) participation in profits.

97. The directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of those powers.

*Alternate directors and substitute directors*

98.—(1) Any director (called in this regulation the appointer) may, with the approval of the board of directors, appoint any person, whether a member of the company or not, to be an alternate or substitute director in the appointer's place for any period as the appointer thinks fit.

(2) Any person holding office as an alternate or substitute director is entitled to notice of meetings of the directors and to attend and vote at meetings of the directors, and to exercise all the powers of the appointer in the appointer's place.

(3) An alternate or substitute director —

(*a*) is not required to hold any shares to qualify him or her for appointment; and

(*b*) must vacate office if the appointer vacates office as a director or removes the appointee from office.

(4) Any appointment or removal under this regulation must be effected by notice in writing under the hand of the director making the appointment or removal.

*Associate directors*

99.—(1) The directors may from time to time appoint any person to be an associate director and may from time to time cancel any such appointment.

(2) The directors may fix, determine and vary the powers, duties and remuneration of any person appointed as an associate director.

(3) A person appointed as an associate director —

(*a*) is not required to hold any shares to qualify him or her for appointment; and

(*b*) does not have any right to attend or vote at any meeting of directors except by the invitation and with the consent of the directors.

*Secretary*

100.—(1) The secretary must be appointed by the directors in accordance with the Act for any term, at any remuneration, and upon any conditions as the directors think fit.

(2) Any secretary appointed under paragraph (1) may be removed by the directors.

*Seal*

101.—(1) The directors must provide for the safe custody of the seal.

(2) The seal must only be used by the authority of the directors or of a committee of the directors authorised by the directors to use the seal.

(3) Every instrument to which the seal is affixed must be signed by a director and must be countersigned by the secretary or by a second director or by another person appointed by the directors for the purpose of countersigning the instrument to which the seal is affixed.

*Financial statements*

102.—(1) The directors must —

(*a*) cause proper accounting and other records to be kept;

(*b*) distribute copies of financial statements and other documents as required by the Act; and

(*c*) determine whether, to what extent, at what times and places, and under what conditions or regulations the accounting and other records of the company are open to the inspection of members who are not directors.

(2) No member (who is not a director) has any right of inspecting any account or book or paper of the company except as conferred by statute or authorised by the directors or by the company in general meeting.

*Dividends and reserves*

103. The company in general meeting may declare dividends, but any dividend declared must not exceed the amount recommended by the directors.

104. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

105. No dividend is to —

(*a*) be paid otherwise than out of profits; or

(*b*) bear interest against the company.

106.—(1) The directors may, before recommending any dividend —

(*a*) set aside out of the profits of the company sums as they think proper as reserves; or

(*b*) carry forward any profits which they may think prudent not to divide, without placing the profits to reserve.

(2) The reserves set aside under paragraph (1)(*a*) —

(*a*) are, at the discretion of the directors, to be applied for any purpose to which the profits of the company may be properly applied; and

(*b*) may, pending any application under sub-paragraph (*a*) and at the discretion of the directors, be employed in the business of the company or be invested in any investments (other than shares in the company) as the directors may from time to time think fit.

107.—(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends must be declared and paid by reference to the amounts paid or credited as paid on the shares in respect of which the dividend is paid.

(2) For the purposes of paragraph (1), no amount paid or credited as paid on a share in advance of calls is to be treated for the purposes of this regulation as paid on the share.

(3) All dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid.

(4) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

108. The directors may deduct from any dividend payable to any member all sums of money, if any, presently payable by the member to the company on account of calls or otherwise in relation to the shares of the company.

109.—(1) Any general meeting declaring a dividend or bonus may by resolution direct payment of the dividend or bonus wholly or partly by the distribution of specific assets, including —

(*a*) paid-up shares of any other company;

(*b*) debentures or debenture stock of any other company; or

(*c*) any combination of any specific assets,

and the directors must give effect to the resolution.

(2) Where any difficulty arises with regard to a distribution directed under paragraph (1), the directors may do all or any of the following:

(*a*) settle the distribution as they think expedient;

(*b*) fix the value for distribution of the specific assets or any part of the specific assets;

(*c*) determine that cash payments be made to any members on the basis of the value fixed by the directors, in order to adjust the rights of all parties;

(*d*) vest any specific assets in trustees as may seem expedient to the directors.

110.—(1) Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed —

(*a*) in the case of joint holders —

(i) to the registered address of the joint holder who is first named on the electronic register of members; or

(ii) to a person or to an address as the joint holders may in writing direct; or

(*b*) in any other case —

(i) to the registered address of the holder; or

(ii) to a person or to an address as the holder may in writing direct.

(2) Every cheque or warrant made under paragraph (1) must be made payable to the order of the person to whom it is sent.

(3) Any one of 2 or more joint holders may give effectual receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.

*Capitalisation of profits*

111.—(1) The company in general meeting may, upon the recommendation of the directors, resolve to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution.

(2) The amount capitalised under paragraph (1) is set free for distribution amongst the members who would have been entitled to the amount had it been distributed by way of dividend and in the same proportions subject to the following conditions:

(*a*) the capitalised amount must not be paid in cash;

(*b*) the capitalised amount must be applied in or towards either or both of the following:

(i) paying up any amounts for the time being unpaid on any shares held by the members respectively;

(ii) paying up in full unissued shares or debentures of the company to be allotted, distributed and credited as fully paid up to and amongst such members in the same proportions.

112.—(1) Whenever a resolution under regulation 111(1) has been passed, the directors must —

(*a*) make all appropriations and applications of the undivided profits resolved to be capitalised by the resolution;

(*b*) make all allotments and issues of fully-paid shares or debentures, if any; and

(*c*) do all acts and things required to give effect to the resolution.

(2) The directors have full power to —

(*a*) make provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions; and

(*b*) authorise any person to enter on behalf of all the members entitled to the distribution into an agreement with the company providing —

(i) for the allotment to the members respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon the capitalisation; or

(ii) for the payment up by the company on the member's behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the profits resolved to be capitalised,

and any agreement made under such authority is effective and binding on all members entitled to the distribution.

*Notices*

113.—(1) A notice may be given by the company to any member either personally or by sending it by post to the member —

(*a*) at the member's registered address; or

(*b*) if the member has no registered address in Singapore, to the address, if any, in Singapore supplied by the member to the company for the giving of notices to the member.

(2) Where a notice is sent by post, service of the notice is treated as effected by properly addressing, prepaying, and posting a letter containing the notice.

(3) Where a notice is sent by post, service of the notice is treated as effected —

(*a*) in the case of a notice of a meeting, on the day after the date of its posting; and

(*b*) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

114.—(1) A notice may also be sent or supplied by the company by electronic means to a member who has agreed generally or specifically that the notice may be given by electronic means and who has not revoked that agreement.

(2) Where the notice is given by electronic means, service of the notice is treated as effected properly by sending or supplying it to an address specified for the purpose by the member generally or specifically.

115. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the electronic register of members in respect of the share.

116.—(1) A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to the persons by —

(*a*) name;

(*b*) the title of representatives of the deceased, or assignee of the bankrupt; or

(*c*) any like description.

(2) The notice referred to in paragraph (1) may be given —

(*a*) at the address, if any, in Singapore supplied for the purpose by the persons claiming to be so entitled; or

(*b*) if no address in Singapore has been supplied, by giving the notice in any manner in which notice might have been given if the death or bankruptcy had not occurred.

117.—(1) Notice of every general meeting must be given in any manner authorised in regulations 113 to 116 to —

(*a*) every member;

(*b*) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his or her death or bankruptcy, would be entitled to receive notice of the meeting; and

(*c*) the auditor for the time being of the company.

(2) No other person is entitled to receive notices of general meetings.

*Winding up*

118.—(1) If the company is wound up, the liquidator may, with the sanction of a special resolution of the company —

(*a*) divide amongst the members in kind the whole or any part of the assets of the company, whether they consist of property of the same kind or not;

(*b*) set a value as the liquidator considers fair upon the property referred to in sub-paragraph (*a*);

(*c*) determine how the division of property is to be carried out as between the members or different classes of members; and

(*d*) vest the whole or any part of the assets of the company in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit.

(2) No member is compelled to accept any shares or other securities on which there is any liability.

*Indemnity*

119. Every officer of the company is to be indemnified out of the assets of the company against any liability (other than any liability referred to in section 172B(1)(*a*) or (*b*) of the Act) incurred by the officer to a person other than the company attaching to the officer in connection with any negligence, default, breach of duty or breach of trust.

120. Every auditor is to be indemnified out of the assets of the company against any liability incurred by the auditor in defending any proceedings, whether civil or criminal, in which judgment is given in the auditor's favour or in which the auditor is acquitted or in connection with any application under the Act in which relief is granted to the auditor by the Court in respect of any negligence, default, breach of duty or breach of trust.

**သက်တမ်းတိုး**

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ 004662

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

# ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ......၂၄၃၄..../ ၂၀၁၁-၂၀၁၂

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....ကျော်မော် ၁၉..လုပ်ငန်း ထုတ်လုပ်မှု.......
ကုမ္ပဏီ..လီမိတက်..................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၁ နှစ်၊ အောက်တိုဘာလ၊ ..၂၈..ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား
၂၀၁၆ နှစ်၊ ဇန်နဝါရီ....လ၊ ၆....ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

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THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

# CERTIFICATE OF INCORPORATION

NO. ...........2434........... of 2011-2012

I hereby certify that the tenure of KYAW MAW 19 ENTERPRISE..........
MANUFACTURING COMPANY LIMITED..............................incorporated under the
Myanmar Companies Act on ........................28th OCTOBER...,2011..............
is renewed with effected from ..................6th JANUARY..., 2016.......................

**For Director General**
**(Nilar Mu, Director)**
Directorate of Investment and Company Administration

10/01/18 13:56 0831A*2350 537-418564-7 BY BR 0537
NEW P/B NO.-0004821740 (OLD P/B NO.-0006347182 )

พระบาทสมเด็จพระปรมินทรมหาจุฬาลงกรณ์พระจุลจอมเกล้าเจ้าอยู่หัว
ได้ทรงพระกรุณาโปรดเกล้าโปรดกระหม่อมพระราชทานพระบรมราชานุญาตให้
บริษัทแบงก์สยามกัมมาจล ทุนจำกัด
ใช้ตราแผ่นดินนี้ เป็นตราประจำธนาคาร เมื่อ ร.ศ.125 (พ.ศ. 2449)

ชื่อบัญชี
NAME
นาย กวี งานทวี

**ธนาคารไทยพาณิชย์ จำกัด (มหาชน)**
**SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED**

0537 สาขาภูเก็ต

**เลขที่บัญชี**
ACCOUNT NO. 537-418564-7

**บัญชีเงินฝากออมทรัพย์**
SAVINGS ACCOUNT

4821740

- เงินฝากนี้ได้รับความคุ้มครองจากสถาบันคุ้มครองเงินฝากตามจำนวนที่กำหนดไว้ในกฎหมาย
- การทำรายการโดยไม่ใช้สมุดคู่ฝากที่มีระยะเวลาตั้งแต่ 3 เดือนขึ้นไป เมื่อลูกค้านำสมุดคู่ฝากมาปรับปรุงรายการ รายการฝากและถอนในแต่ละเดือนจะปรากฏเป็นยอดรวมของรายการฝากและถอนที่เกิดขึ้นในเดือนนั้นๆ อย่างละรายการ

1

| วันที่ DATE | รายการ T/C | ถอน WITHDRAWAL | ฝาก DEPOSIT | คงเหลือ BALANCE | หมายเลข M.T. I/D |
|---|---|---|---|---|---|
| 10/01/18 | BF | | | ++++++8,721,217.10 | 0831A |
| 15/01/18 | XW | ---------700,000.00 | | ++++++8,021,217.10 | 0788B |
| 18/01/18 | CW | ------1,000,000.00 | | ++++++7,021,217.10 | 0788B |
| 29/01/18 | C1 | | ++++++1,055,000.00 | ++++++8,076,217.10 | 2913A |
| 29/01/18 | C1 | | ++++++1,400,000.00 | ++++++9,476,217.10 | 2913A |
| 12/02/18 | X1 | | ++++++++420,000.00 | ++++++9,896,217.10 | 50010 |
| 21/02/18 | XW | ------1,000,000.00 | | ++++++8,896,217.10 | 0975B |
| +10/03/18 | X1 | | +++++++++64,890.00 | ++++++8,961,107.10 | 7987R |
| +23/03/18 | X1 | | +++++++++67,354.00 | ++++++9,028,461.10 | 60010 |
| 20/04/18 | X1 | | +++++++++50,000.00 | ++++++9,078,461.10 | 7716E |
| 20/04/18 | X1 | | +++++++++17,354.00 | ++++++9,095,815.10 | 7716E |
| 25/04/18 | X1 | | +++++++++50,000.00 | ++++++9,145,815.10 | 7716E |
| 25/04/18 | X1 | | +++++++++50,000.00 | ++++++9,195,815.10 | 7716E |
| 26/04/18 | X1 | | +++++++++55,284.76 | ++++++9,251,099.86 | 50010 |
| 26/04/18 | CW | ---------400,000.00 | | ++++++8,851,099.86 | 0788B |
| 27/04/18 | X1 | | +++++++++50,000.00 | ++++++8,901,099.86 | 7716E |
| 27/04/18 | X1 | | +++++++++50,000.00 | ++++++8,951,099.86 | 7716E |
| +16/05/18 | X1 | | ++++++++100,000.00 | ++++++9,051,099.86 | 50010 |
| +01/06/18 | C1 | | ++++++2,163,500.00 | +++++11,214,599.86 | 6480B' |

การทำรายการโดยไม่ใช้สมุดคู่ฝากที่มีระยะเวลาเกินกว่า 3 เดือนขึ้นไป ธนาคารจะสรุปรวมรายการฝากและรายการถอนอย่างละรายการโดยจะรวมรายการเป็นรายเดือน
Should there be transaction(s) executed without the use of a passbook for over 3 months, the deposit and withdrawal transaction(s) will be seperately summarized and shown in the passbook on a monthly basis.

**รหัสรายการ** (T/C)

| | | |
|---|---|---|
| C1, C2 | ฝาก, ถอน, เงินสด ไม่ใช้สมุด | Cash Deposit, Withdrawal Nobook |
| CO, XO | เปิดบัญชีด้วยเงินสด, เงินโอน | Cash, Transfer Deposit New A/C |
| CD, CW | ฝาก, ถอน เงินสด | Cash Deposit, Withdrawal |
| CC, XC | ปิดบัญชีเป็นเงินสด, เงินโอน | Cash, Transfer-Close A/C |
| ON, QN | นำฝากเช็ค ไม่ใช้สมุด | Cheque Deposit Nobook |
| OO, QO | เปิดบัญชีด้วยเช็ค | Cheque Deposit New A/C |
| PP | ถอนผ่านเครื่อง Pin-Pad | Pin-Pad Cash Withdraw |
| EC | รายการแก้ไข | Error Correction |
| FE | ค่าธรรมเนียม | Fee |
| IN, TX | ดอกเบี้ย, ภาษี | Interest, Tax |
| OD, QD | ฝากด้วยเช็ค | Cheque Deposit |
| RF | ดอกเบี้ยที่จ่ายเกิน | Interest Refunded |
| RT | เช็คคืน | Cheque Returned |
| VO | เปิดบัญชีย้อนวันที่ | Backdate New A/C |
| VD, VW | ฝาก, ถอน ย้อนวันที่ | Backdate Deposit, Withdrawal |
| XB | ฝากเงินโอนย้อนวันที่ ไม่ใช้สมุด | Backdate Transfer Deposit Nobook |
| X1, X2 | ฝาก, ถอน เงินโอน ไม่ใช้สมุด | Transfer Deposit, Withdrawal Nobook |
| XD, XW | ฝาก, ถอนเป็นเงินโอน | Transfer Deposit, Withdrawal |
| XR | โอนอัตโนมัติระหว่างวัน | Real Time Fund Transfer |
| PW, PX | ถอนบางส่วนเป็นเงินสด, เงินโอน | Partial Cash, Transfer Withdrawal |
| P1 | รายการรวมยอดด้านฝากที่ไม่ใช้สมุดคู่ฝาก | Condensed no book deposits |
| P2 | รายการรวมยอดด้านถอนที่ไม่ใช้สมุดคู่ฝาก | Condensed no book withdrawals |

CIMB THAI
ธนาคาร ซีไอเอ็มบี ไทย

Date Printed : 14/06/2018 15:53:20 DD7402P Page : 1
CIMB THAI: Branch: 00116 SILOM OFFICE BRANCH KO10338

Account No. : 03-70-0885768-2-40 USD
Product Code: SAPBUS01 - SA Foreign currency - USD
นาย ประพล พรประภา

69 บมจ.ฐิติกร
ปากซอยรามคำแหง 19 ถ.รามคำแหง
แขวงหัวหมาก เขตบางกะปิ
จังหวัดกรุงเทพฯ 10240

| TRANS DATE | DESCRIPTION | CHEQUE NUMBER | MNEMONIC | TRANSACTION AMOUNT DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|---|---|
| 16/03/2018 | CR TFR/SAL 3700869574503 | | XDN | | 250,000.00 | 2,162,634.03 |
| | | | | EXCH-RATE = | 31.250000000 | |
| 19/03/2018 | CR TFR/SAL 3700869574503 | | XDN | | 250,000.00 | 2,412,634.03 |
| | | | | EXCH-RATE = | 31.270000000 | |
| 20/03/2018 | CR TFR/SAL 3700869574503 | | XDN | | 250,000.00 | 2,662,634.03 |
| | | | | EXCH-RATE = | 31.230000000 | |
| 21/03/2018 | CR TFR/SAL 3700869574503 | | XDN | | 250,000.00 | 2,912,634.03 |
| | | | | EXCH-RATE = | 31.260000000 | |
| 26/04/2018 | DR TRF/SAL/MISC | | XDP | 50,000.00 | | 2,862,634.03 |
| | | | EXCH-RATE = | 31.530000000 | | |
| 18/05/2018 | DR TRF/SAL/MISC | | XDP | 235.00 | | 2,862,399.03 |
| | | | EXCH-RATE = | 32.070000000 | | |

| | |
|---|---|
| TOTAL DEBIT AMOUNT : | 50,235.00 |
| TOTAL DEBIT COUNT : | 2 |
| TOTAL CREDIT AMOUNT : | 1,000,000.00 |
| TOTAL CREDIT COUNT : | 4 |

** END OF REPORT **

CIMB THAI
ธนาคาร ซีไอเอ็มบี ไทย

Date Printed : 14/06/2018 15:54:28 DD7402P Page : 1
CIMB THAI: Branch: 00116 SILOM OFFICE BRANCH KO10338

Account No. : 03-70-0909924-6-40 USD
Product Code: SAPBUS01 - SA Foreign currency - USD
นาย ประพล พรประภา

69 บมจ.ฐิติกร
ปากซอยรามคำแหง 19 ถ.รามคำแหง
แขวงหัวหมาก เขตบางกะปิ
จังหวัดกรุงเทพฯ 10240

| TRANS DATE | DESCRIPTION | CHEQUE NUMBER | MNEMONIC | TRANSACTION AMOUNT DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|---|---|

** No Record Found **

** End Of Report **

**C B BANK**
CO-OPERATIVE BANK LTD.

E-mail: cbbank@mptmail.net.mm
Website: www.cbbankmyanmar.com
www.cbbank.com.mm

**STATEMENT OF ACCOUNT**

DATE – 27.06.2018

TO

ACCOUNT NAME - KYAWMAW19 ENTERPRISE MANUFACTURING

ACCOUNT NO -0016600300000752

ADDRESS -NO.(96),SHWE YIN AYE KYAUNG ST,

HLAINGTHARYAR TOWNSHIP,YANGON.

DEAR SIR,

WE HERE BY CERTIFY THAT THE BALANCE STANDING AT THE CERTIFICATE OF THE ACCOUNT NO. (0016600300000752) WITH THE CO-OPERATIVE SAYARSAN BRANCH THE CLOSE BUSINESS ON **(26.06.2018)** IS **MMK-326,721,383.17** (KYATS THREE HUNDRED TWENTY SIX MILLION SEVEN HUNDRED TWENTY ONE THOUSAND THREE HUNDRED EIGHTY THREE AND PYAS SEVENTEEN ONLY).

Asst ;MANAGER
CO-OPERATIVE BANK LIMITED
SAYARSAN PLAZA BRANCH

DY;MANAGER
CO-OPERATIVE BANK LIMITED
SAYARSAN PLAZA BRANCH

KYAW MAW 19 ENTERPRISE MANUFACTURING CO., LTD. KM 19

CERTIFIED TRUE COPY

CB 45261

| Date | Ref: | Deposit | Withdrawal | Balance | Teller No. |
|---|---|---|---|---|---|
| | | | | [illegible] | |
| [illegible] | Db | | [illegible] | [illegible] | |
| 01.01.18 | Cr | 7,081,728.77 | | 218,062,691.23 | 1358 |
| 09.01.18 | In | 186,981,256.00 | | 405,043,947.23 | 1364 |
| 19.01.18 | Db | | 2,000,000.00 | 403,043,947.23 | 0231 |
| 22.01.18 | Db | | 800,000.00 | 402,243,947.23 | 1360 |
| 22.01.18 | TR | | 21,700,000.00 | 380,543,947.23 | 1360 |
| 31.01.18 | In | 8,438,791.10 | | 388,982,738.33 | 1258 |
| 05.02.18 | TW | | 3,000,000.00 | 385,982,738.33 | 1258 |
| 06.02.18 | Db | | 1,500,000.00 | 384,482,738.33 | 1258 |
| 22.02.18 | TW | | 240,000,000.00 | 144,482,738.33 | 1259 |
| 28.02.18 | Db | | 10,000,000.00 | 134,482,738.33 | 1259 |
| 28.02.18 | In | 8,577,375.70 | | 143,060,114.03 | 0232 |
| 20.03.18 | Db | | 200,000.00 | 142,860,114.03 | 0232 |
| 29.03.18 | In | 8,517,576.74 | | 151,377,690.77 | 1360 |
| 01.04.18 | Cr | 3,405,913.11 | | 154,783,603.88 | 1360 |
| 10.04.18 | TR | | 111,878,463.00 | 42,905,140.88 | 1360 |
| 10.04.18 | TR | | 1,000,000.00 | 41,905,140.88 | 1360 |
| 10.04.18 | Db | | 3,075,000.00 | 38,830,140.88 | 1360 |
| 12.04.18 | Db | | 1,500,000.00 | 37,330,140.88 | 1360 |
| 12.04.18 | TR | | 37,009,750.00 | 320,390.88 | 1360 |

PLEASE CHECK ALL ENTRIES BEFORE LEAVING THE COUNTER.



KYAW MAW 19 ENTERPRISE KM 19 MANUFACTURING CO., LTD.

CERTIFIED TRUE COPY

| Date | Ref: | Deposit | Withdrawal | Balance | Teller No. |
|---|---|---|---|---|---|
| | BF | | | 320,390.88 | |
| 12.04.18 | In | 928,200,000.00 | | 928,520,390.88 | 1360 |
| 20.04.18 | TR | | 1,500,000.00 | 927,020,390.88 | 1360 |
| [illegible] | Db | | 22,500,000.00 | 904,520,390.88 | 1360 |
| 02.05.18 | Db | | 1,000,000.00 | 903,520,390.88 | 1360 |
| 02.05.18 | TR | | 200,000,000.00 | 703,520,390.88 | 1360 |
| 02.05.18 | TR | | 200,050,500.00 | 503,469,890.88 | 1360 |
| 02.05.18 | TR | | 26,007,000.00 | 477,462,890.88 | 1360 |
| [illegible] | [illegible] | | [illegible] | [illegible] | [illegible] |
| 04.05.18 | TR | | 26,488,121.00 | 419,974,769.88 | 1360 |
| 04.05.18 | TR | | 80,119,000.00 | 339,855,769.88 | 1360 |
| 04.05.18 | In | 8,491,936.73 | | 348,347,706.61 | 1360 |
| 29.05.18 | TW | | 1,200,000.00 | 347,147,706.61 | 1360 |
| 01.06.18 | TR | 8,423,676.56 | | 355,571,383.17 | 1360 |
| 04.06.18 | Db | | 1,000,000.00 | 354,571,383.17 | 1360 |
| 06.06.18 | Db | | 2,100,000.00 | 352,471,383.17 | 1360 |
| 08.06.18 | Db | | 6,000,000.00 | 346,471,383.17 | 1360 |
| 08.06.18 | TR | | 16,500,000.00 | 329,971,383.17 | 1360 |
| 18.06.18 | TW | | 250,000.00 | 329,721,383.17 | 0405 |
| 18.06.18 | TW | | 1,500,000.00 | 328,221,383.17 | 0405 |
| [illegible] | Db | | 1,500,000.00 | 326,721,383.17 | 0405 |

PLEASE CHECK ALL ENTRIES BEFORE LEAVING THE COUNTER.



KYAW MAW 19 ENTERPRISE KM 19 MANUFACTURING CO., LTD.

CERTIFIED TRUE COPY

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ကျော် မော် ၁၉ လုပ်ငန်းထုတ်လုပ်မှု **ကုမ္ပဏီ လီမိတက်**

၏

**သင်းဖွဲ့မှတ်တမ်း**

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

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THE MYANMAR COMPANIES ACT

**PRIVATE COMPANY LIMITED BY SHARES**

# Memorandum Of Association

*AND*

# Articles Of Association

*OF*

KYAW MAW 19 ENTERPRISE MANUFACTURING **COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

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ကျော် မော် ဘူ လုပ်ငန်းထုတ်လုပ်မှု **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏ အမည်သည် " ကျော် မော် ဘူ လုပ်ငန်းထုတ်လုပ်မှု ကုမ္ပဏီ **လီမိတက်** " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၅,၀၀,၀၀၀,၀၀၀ /- (ကျပ် **သန်း ငါး ရာ** တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀၀၀၀/- (ကျပ် **တစ်သိန်း** တိတိ) တန် အစုရှယ်ယာပေါင်း ( ၅၀၀၀ ) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေအထွေထွေ ပြဋ္ဌာန်းချက်များ နှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာ ရှိစေရမည်။

## စက်မှုလက်မှုနှင့်ထုတ်လုပ်မှုလုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ပြုပြင်ခြင်း စသည့်လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် မိမိတစ်ဦးတည်းဖြစ်စေ မည်သည့် ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့်ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ရန်။

(က) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက် ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ ကာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း။

(ခ) (ကျွန်းမှအပ) သစ်နှင့် သစ်တောထွက်ပစ္စည်းများအား (သက်ဆိုင်ရာဌာန၏ ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊ ကာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့် အသားသေစေခြင်း၊

(ဂ) တိရစ္ဆာန်မွေးမြူခြင်းနှင့် တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊

(ဃ) ရေထွက်ကုန်ပစ္စည်းများအား ဖမ်းယူခြင်း၊ ကာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်းနှင့် ပြုပြင်ထုတ်လုပ်ခြင်း၊

(င) ဓါတ်မြေဩဇာ၊ ပိုးသတ်ဆေးနှင့် တိရစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း။

(စ) လူသုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဆ) အိမ်သုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဇ) ယာဉ်နှင့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဈ) လက်မှုအနုပညာပစ္စည်းများ၊ ယွန်းထည်များနှင့် ပရိဘောဂများ ထုတ်လုပ်ခြင်း၊

(ည) ဆောက်လုပ်ရေးပစ္စည်းများနှင့်သုတ်ဆေးများ ထုတ်လုပ်ခြင်း၊

(ဋ) စက်ရုံသုံးပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဌ) လျှပ်စစ်နှင့်အီလက်ထရောနစ် ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဍ) အထည်အလိပ်နှင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း၊

(ဎ) အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်၊

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့် စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှတင်သွင်းရန်နှင့် ထွက်ရှိလာသော ကုန်ချောများ ကစ်စိတ်တစ်ဒေသကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကားရောင်းချရန်၊

၃။ ကုမ္ပဏီမှသင့်လျော် လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှပဲဆို ငွေချေးယူရန်၊

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည့်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း၊ သို့မဟုတ် ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကိုဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| ၁။ | ဦး ကျော်မင်းလွင်<br>တိုက်-အီး ၊ အခန်း-၁၀၁၊<br>အနော်ရထာအိမ်ယာ၊ ၂-ရပ်ကွက်<br>ပြည်လမ်း ၊ ကမာရွတ်မြို့နယ်၊<br>ရန်ကုန်မြို့။<br>(ကုန်သည်) | မြန်မာ<br>၁၂/အစန<br>(နိုင်)<br>၀၆၀၁၉၈ | ၄၀၀ | |
| ၂။ | ဒေါ်ပေါ်မော်မင်း<br>တိုက်-အီး ၊ အခန်း-၁၀၁၊<br>အနော်ရထာအိမ်ယာ၊ ၂-ရပ်ကွက်<br>ပြည်လမ်း ၊ ကမာရွတ်မြို့နယ်၊<br>ရန်ကုန်မြို့။<br>(ကုန်သည်) | မြန်မာ<br>၁၂/အစန<br>(နိုင်)<br>၀၆၁၀၅၉ | ၅၀ | |
| ၃။ | ဦး မျိုးမင်း<br>တိုက်-အီး ၊ အခန်း-၁၀၁၊<br>အနော်ရထာအိမ်ယာ၊ ၂-ရပ်ကွက်<br>ပြည်လမ်း ၊ ကမာရွတ်မြို့နယ်၊<br>ရန်ကုန်မြို့။<br>(ကုန်သည်) | မြန်မာ<br>၁၂/အစန<br>(နိုင်)<br>၁၃၅၇၉၁ | ၅၀ | |

မြို့။ နေ့စွဲ ၂၀၁၁ -ခုနှစ်၊ အောက်တိုဘာ လ၊ ၂၄ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Sein Win
Certified Public Accountant
CPA - 495

## မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

### အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

# ကျော်မေဘ် ၁၉ လုပ်ငန်းထုတ်လုပ်ဖို့ ကုမ္ပဏီ လီမိတက်

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### သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

### အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့် ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

### မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်းမှာ ကျပ် ၅၀၀,၀၀၀,၀၀၀ /-(ကျပ် သန်းငါး ရာ တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀၀၀၀ /-(ကျပ် တစ်သိန်း တိတိ) တန် အစုရှယ်ယာပေါင်း ( ၅၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည်ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊

ပျောက်ဆုံးခြင်းသို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊

ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြ

စေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စား

လှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသောငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေ

ရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို

ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

## ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် ( ၂ )ဦး ထက်မနည်း၊ ( ၁၅ )ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် -

( ၁ ) ဦး ကျော်မင်း လွင်
( ၂ ) ဒေါ် မော် မော်မင်း
( ၃ ) ဦး မျိုး မင်း
( ၄ )
( ၅ ) တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သောသတ်မှတ်ချက်များ၊ဥဏ်ပူဇော်ခများဖြင့်ခန့်ထားရမည်ဖြစ်ပြီးအခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများအားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏အစုရှယ်ယာအနည်းဆုံး ( ‗ )စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

## ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊

အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံးဒါရိုက်တာဦးရေ

သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။အစည်းအဝေးတွင်မည်သည့်ပြဿနာမဆိုပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ

၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက်အကျိုးသက်ရောက်စေရမည်။

### ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေအာဏာများကိုမထိခိုက်စေဘဲဒါရိုက်တာများသည်အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ-

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့်မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ ၊ အခွင့်အလမ်းများကို မဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ်အဆိုပါ ချေးငှားသောငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါ အဝင်ယခုလက်ရှိနှင့် နောင်ရှိမည့်ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံ စာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများအနေဖြင့် သော်လည်းကောင်း၊ သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံးသို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ဖြစ်စေ၊ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့်ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်းအလို့ငှာ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့်ဝန်ထမ်းများကို အမြဲတမ်းယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စများအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စားဆောင်ရွက် နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာအဖြစ်ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့်ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စားလက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆိုခန့်ထားရန်နှင့် အဆိုပါယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့်စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီ အပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက်သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက်အပ်နှံရန်အပြင်ဖြန်ဖြေရေး ခုံသမာဓိ၏ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီကရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေး များအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီးမဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆပါက သင့်လျော်လျောက်ပတ်သော နည်းလမ်းများဖြင့်လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံ ပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာသို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန် အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့်အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပါပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ် များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ် သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကို လည်းကောင်း၊ ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါကကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

## အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှတစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး ကြီးကို ကျင်းပရမည်။ ထို့နောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့်နေရာ များတွင်ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ်(နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်း အဝေးကြီး နှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သက်၍ ဆုံးဖြတ် ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်းသတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်း ထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံးဆောင်ရွက်ရန်အတွက် အစည်းအဝေး အထမြောက် သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အရေအတွက်နှစ်ဦးတည်းသာ ရှိသည့်ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

## အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

## ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်းပြည့်မီသူများ အား ရုံးဝန်ထမ်းများအဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေးဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

## ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါသတ်မှတ်ချက်များ နှင့်အညီ ထားသိုထိန်းသိမ်းဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊သုံးငွေများ၏ပမာဏနှင့်၎င်းရငွေ၊သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉ ။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများသို့မဟုတ် ဒါရိုက်တာ များက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

## စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများ နှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

## နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာ ပါသော စာကိုစာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

## တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက် စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

## လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိ တရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူးသို့မဟုတ် အခြားအရာရှိတစ်ဦးဦးမှာ မိမိ၏တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ ဖြစ်စေ ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီးတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့် ရှိစေရမည်။

## ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင် ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏<br>အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင် | နိုင်ငံသားနှင့်<br>အမျိုးသား<br>မှတ်ပုံတင်အမှတ် | ဝယ်ယူသော<br>အစုရှယ်ယာ<br>ဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| ၁။ | ဦး ကျော်မင်း လွင်<br>တိုက်-အီး ၊ အခန်း - ၁၀၁၊<br>အနော်ရထာအိမ်ယာ၊ ၂-ရပ်ကွက်<br>ပြည်လမ်း ၊ ကမာရွတ်မြို့နယ်၊<br>ရန်ကုန်မြို့။<br><br>( ကုန်သည် ) | မြန်မာ<br>၁၂/အစန<br>( နိုင် )<br>၀၆၀၁၉၈ | ၄၀၀ | |
| ၂။ | ဒေါ် မော်မော်မင်း<br>တိုက်-အီး ၊ အခန်း - ၁၀၁၊<br>အနော်ရထာအိမ်ယာ၊ ၂-ရပ်ကွက်<br>ပြည်လမ်း ၊ ကမာရွတ်မြို့နယ်၊<br>ရန်ကုန်မြို့။<br><br>( ကုန်သည် ) | မြန်မာ<br>၁၂/အစန<br>( နိုင် )<br>၀၆၁၀၅၉ | ၅၀ | |
| ၃။ | ဦး မျိုး မင်း<br>တိုက်-အီး ၊ အခန်း - ၁၀၁၊<br>အနော်ရထာအိမ်ယာ၊ ၂-ရပ်ကွက်<br>ပြည်လမ်း ၊ ကမာရွတ်မြို့နယ်၊<br>ရန်ကုန်မြို့။<br><br>( ကုန်သည် ) | မြန်မာ<br>၁၂/အစန<br>( နိုင် )<br>၁၃၅၇၉၁ | ၅၀ | |

မြို့။ နေ့စွဲ၊ ၂၀၁၅ခုနှစ်၊ အောက်တိုဘာလ၊ ၂၄ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Sein Win
Certified Public Accountant
CPA - 495

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Memorandum Of Association

OF

## KYAW MAW 19 ENTERPRISE MANUFACTURING COMPANY LIMITED

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I. The name of the Company is KYAW MAW 19 ENTERPRISE MANUFACTURING COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks500,000,000 /- ( Kyats Five Hundred Million Only ) divided into ( 5,000 ) shares of Ks.100,000 /- ( Kyats One Hundred Thousand Only ) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

# Objectives of Industry and Manufacturing

1. To carry on the business of manufacturing, growing, milling and preserving etc; of the , following commodities permitted by the Government, either solely on its own or in Joint-venture with any local or foreign partners.
   (a) Growing, producing, harvesting, preserving, packing, milling and manufacturing of agricultural and farm products.
   (b) Felling, extracting (with the permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber (excluding teak) and forest products.
   (c) Livestock breeding, processing and canning of livestock products.
   (d) Fishing, preserving, milling, canning and processing of marine products.
   (e) Producing fertilizers, insecticides and animal feeds.
   (f) Manufacturing of personal goods.
   (g) Manufacturing of household goods.
   (h) Manufacturing of vehicles, machineries and spares.
   (i) Manufacturing of arts and crafts, lacquerwares and furniture.
   (j) Manufacturing of construction materials and paints.
   (k) Manufacturing of factory utencils.
   (l) Manufacturing of electrical and electronic goods.
   (m) Manufacturing of textile, garments and clothings.
   (n) To carry on the business of exploration, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.

2. To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.
3. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

**PROVISO:** Provided that the Company shall not exercise any of the above objects whether in the Union ofMyanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union ofMyanmar for the time being in force

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

| Sr. No. | Name, Address and Occupation of Subscribers | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1. | U Kyaw Min Lwin<br>Build.(E),Room(101),<br>Ahnawyahtar Housing, Pyay Road,(2)Ward,Kamayut Township,Yangon.<br>(Merchant) | Myanmar<br>12/AhSaNa<br>(Naing)<br>060198 | 400 | |
| 2. | Daw Maw Maw Min<br>Build.(E),Room(101),<br>Ahnawyahtar Housing, Pyay Road,(2)Ward,Kamayut Township,Yangon.<br>(Merchant) | Myanmar<br>12/AhSaNa<br>(Naing)<br>061059 | 50 | |
| 3. | U Myo Min<br>Build.(E),Room(101),<br>Ahnawyahtar Housing, Pyay Road,(2)Ward,Kamayut Township,Yangon.<br>(Merchant) | Myanmar<br>12/AhSaNa<br>(Naing)<br>135791 | 50 | |

Township. Dated the 24th day of Oct., 2011

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

U Sein Win
Certified Public Accountant
CPA - 495

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Articles Of Association

OF

## KYAW MAW 19 ENTERPRISE MANUFACTURING COMPANY LIMITED

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

### PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

*(a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

*(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

### CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. 500,000,000 /- (Kyats Five Hundred Million Only ) divided into ( 5000 ) shares of K 100,000 /- (Kyats One Hundred Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

## DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than ( 2 ) and not more than ( 15).

The First Directors shall be:-

(1) U Kyaw Min Lwin
(2) Daw Maw Maw Min
(3) U Myo Min
(4)
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least ( - ) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

## PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

## POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debentures stocks of the Company charged upon all or any part of the property of the Company (both present and future ) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds , debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon ; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director , General Manager , Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute conduct , defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Conpany.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange , cheques, promissory notes zreceipts,endorsements,releases, contracts and documents for or on behalf of the Company.

(14) To invest,place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future )as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make , vary and repeal bye- laws for the regulation of the business of the Company , the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts , deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

## GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceeding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

## DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors .No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits .

## OFFICE STAFF

17. The Company shall maintain an office establisment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries , travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting .The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

## ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

*(1)* ***all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place:***

*(2)* ***all sales and purchases of goods by the Company ;***

*(3)* ***all assets and liabilities of the Company.***

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

## AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

## NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

## THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

## INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

## WINDING - UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

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We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

| Sr. No. | Name, Address and Occupation of Subscribers | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1. | U Kyaw Min Lwin<br>Build.(E),Room(101),<br>Ahnawyahtar Housing, Pyay Road,(2)Ward,Kamayut Township,Yangon.<br>(Merchant) | Myanmar<br>12/AhSaNa (Naing)<br>060198 | 400 | |
| 2. | Daw Maw Maw Min<br>Build.(E),Room(101),<br>Ahnawyahtar Housing, Pyay Road,(2)Ward,Kamayut Township,Yangon.<br>(Merchant) | Myanmar<br>12/AhSaNa (Naing)<br>061059 | 50 | |
| 3. | U Myo Min<br>Build.(E),Room(101),<br>Ahnawyahtar Housing, Pyay Road,(2)Ward,Kamayut Township,Yangon.<br>(Merchant) | Myanmar<br>12/AhSaNa (Naing)<br>135791 | 50 | |

Township. Dated the 24th day of Oct., 2011

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

U Sein Win
Certified Public Acco
CPA - 495

KYAW MAW 19 ENTERPRISE MANUFACTURING

COMPANY LIMITED

FINANCIAL STATEMENTS

AND

AUDIT REPORT

2016-2017

KYAW MAW 19 ENTERPRISE MANUFACTURING CO., LTD

KM 19

CERTIFIED TRUE COPY

**KYAW MAW 19 ENTERPRISE MANUFACTURING COMPANY LIMITED**

## STATEMENT OF THE DIRECTORS

Being two Directors of the "**Kyaw Maw 19 Enterprise Manufacturing Co., Ltd**" do hereby state that, in the opinion of the Directors, the accompanying Accounts made up to 31st March, 2017 Schedules and Notes to the Accounts are drawn up so as to give a true and fair view of the state of affairs of the Company, and of the results of the Company for the year ended on the date of this statement according to the Section 133(1) and section 133(2) of the Act.

We believe that the Company will be able to pay its debts as and when they fall due and all account receivables are good and recoverable.

KYAW MAW 19 ENTERPRISE MANUFACTURING CO., LTD.

On behalf of the Board,

KYAW MIN LWIN
MANAGING DIRECTOR
KYAW MAW 19 Enterprise Manufacturing Co., Ltd.

KYAW MAW 19 ENTERPRISE KM 19 MANUFACTURING CO., LTD.

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**Address:** No.96, Shwe Yin Aye Kyaung Road, Hlaing Thar Yar Industrial Zone (5), Hlaing Thar Yar Township, Yangon, Region, Myanmar.
Ph: =951 513253, +959 43040765

SEIN WIN
& ASSOCIATES

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## REPORT OF AUDITOR

To the Members of

**"Kyaw Maw 19 Enterprise Manufacturing Co., Ltd"**

We have audited the accompanying Balance Sheet as at 31st March 2017 and related income and expenditure statement for the Period ended on that date.

We have audited the accounts set out in our report in accordance with the generally accepted auditing guidelines and auditing practice and accordingly, included such tests of the accounting records and such other auditing procedures as we considered appropriate in the circumstances.

We access at all times to the books and accounts and vouchers necessary Information and explanation of the **"Kyaw Maw 19 Enterprise Manufacturing Co., Ltd"** in accordance with the section 145(1) of the Act.

In our opinion, the Balance Sheet and the Profit and Loss Account are in conformity with the law and are properly drawn up so as to exhibit a true and fair view of the state of the Company's affairs according to the best of our information and explanation given to us as shown by the Books of the Company in accordance with Section 145(2) of the Act.

In our opinion, the books and records have been kept by the **"Kyaw Maw 19 Enterprise Manufacturing Co., Ltd"** in accordance with Section 130 of the Act.

KYAW MAW 19 ENTERPRISE
KM 19
MANUFACTURING CO., LTD.

CERTIFIED
TRUE COPY

Kyaw Maw 19 Enterprise Manufacturing Co., Ltd

Statement of Financial Position As At March 31 , 2017

| | | 2015-2016 Kyats | 2015-2016 Kyats |
|---|---|---|---|
| | Assets | | |
| 1 | Non Current Assets | | |
| | Furniture & Fitting | 180,000 | |
| | Computer & Accrssories | 220,000 | |
| | Machinery | 47,620,758 | |
| | | | 48,020,758 |
| 2 | Current Assets | | |
| | Company Formation Expenses | 1,200,000 | |
| | Amortization | (1,200,000) | - |
| | Advance Tax | | 500,000 |
| | Cash in Hand | | 880,900 |
| | Cash at Bank | | 1,461,052 |
| | Total Assets | | 50,862,710 |
| | Equity & Liabilities | | |
| 3 | Equity | | |
| | Authorized Capital | | |
| | (5,000 shares @ 100,000 Ks) | | 500,000,000 |
| 4 | Issued & Paid Up Capital | | |
| | (500 shares @ 100,000 Ks) | | 50,000,000 |
| | Retained Earning | (16,538,695) | |
| | Profit / (Loss) for the year | 11,901,405 | (4,637,290) |
| 5 | Non Current Liabilities | | |
| | Long Term Borrowings | - | |
| | Deferred Tax | - | |
| 6 | Current Liabilities | | |
| | Trade Payables | | |
| | Loan From Director | | 5,500,000 |
| | Total Equity & Liabilities | | 50,862,710 |

KYAW MAW 19 ENTERPRISE
KM 19
MANUFACTURING CO., LTD.

CERTIFIED TRUE COPY

Kyaw Maw 19 Enterprise Manufacturing Co., Ltd

Statement of Profit And Loss For The Year Ended March 31,2017

| | | | 2016-2017<br>Kyat |
|---|---|---|---|
| 1 | Revenue | | 30,000,000 |
| 2 | Cost of Sale | | - |
| | Gross Profit | | 30,000,000 |
| 3 | Other Income | | - |
| | Total Net Income | | 30,000,000 |
| 4 | Administration & Other Expenses | | |
| | Salaries and Wages | | 8,000,000 |
| | Telephone Charges | | 618,000 |
| | General Expenses | | 860,000 |
| | Elecric Charges | | 350,000 |
| | Printing and Stationery | | 616,000 |
| | Travelling Expenses | | 983,000 |
| | Meal Allowance | | 419,000 |
| | Depreciation | | 6,052,595 |
| | Amortization | | 200,000 |
| | Total Administration Expesnses | | 18,098,595 |
| | Profit / (loss) for the year before tax | | 11,901,405 |

KYAW MAW 19 ENTERPRISE
KM 19
MANUFACTURING CO., LTD.

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TRUE COPY

Kyaw Maw 19 Enterprise Manufacturing Co., Ltd

Cash Flow Statement for the Year ended March 31, 2017

| Sr No | Particular | Detail (Ks) | Amount (Ks) |
|---|---|---|---|
| 1 | Cash Inflow | | |
| | Revenue | | 30,000,000.00 |
| 2 | Cash Outflow | | |
| | Salaries and Wages | 8,000,000.00 | |
| | Telephone Charges | 618,000.00 | |
| | General Expenses | 860,000.00 | |
| | Elecric Charges | 350,000.00 | |
| | Printing and Stationery | 616,000.00 | |
| | Travelling Expenses | 983,000.00 | |
| | Meal Allowance | 419,000.00 | |
| | Director Loan | 18,000,000.00 | (29,846,000.00) |
| | Net Cash Inflow (Outflow) | | 154,000.00 |
| | Opening Balance | | 726,900.00 |
| | Closing Balance | | 880,900.00 |

CERTIFIED TRUE COPY

Kyaw Maw 19 Enterprise Manufacturing Co., Ltd

Fixed Assets Schedule for the year ended March 31, 2017

(Kyat)

| Sr No | Particular | Original Cost | | | Rate | Depreciation | | | Balance |
|---|---|---|---|---|---|---|---|---|---|
| | | Opening | For The Year | Total | | Opening | For The Year | Total | |
| 1 | Furniture & Fitting | 450,000 | - | 450,000 | 10% | 225000 | 45000 | 270000 | 180,000 |
| 2 | Computer & Accessories | 550,000 | - | 550,000 | 10% | 275000 | 55000 | 330000 | 220,000 |
| 3 | Machinery | 59,525,948 | - | 59,525,948 | 10% | 5952594.8 | 5952594.8 | 11905189.6 | 47,620,758 |
| | | 60,525,948 | - | 60,525,948 | | 6,452,595 | 6,052,595 | 12,505,190 | 48,020,758 |

KYAW MAW 19 ENTERPRISE KM 19 MANUFACTURING CO., LTD.

CERTIFIED TRUE COPY

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# Sing Khon Palm Oil Pte. Ltd.
# Mr. Prapol Phornprapha
# Mr. Kawee Nganthavee
# Kyaw Maw 19 Enterprise Manufacturing Company Limited

*JOINT VENTURE AGREEMENT* 22 May 2017

## Table of Contents

This Joint Venture Agreement ("**Agreement**") is made on the 22 day of May, 2017, between:

**PARTIES**

**Sing Khon Palm Oil Pte. Ltd.**, a company incorporated under the laws of Singapore and having its registered office at 1003, Bukit Merah Central #06-39, Singapore 159836 ("**Sing Khon**");

**Mr. Prapol Phornprapha**, residing at No. 102 Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand ("**Mr. Prapol**");

**Mr. Kawee Nganthavee**, residing at No. 25/2 Soi Phasuk, Chaofa Road, Talad Nua, Muang, Phuket 83000 Thailand ("**Mr. Kawee**"); and

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**, a company incorporated under the laws of Myanmar and having its registered office at No 96, Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar ("**Kyaw Maw 19**"),

Sing Khon, Mr. Prapol, Mr. Kawee and Kyaw Maw 19 are hereinafter collectively referred to as the "**Parties**" or the "**Shareholders**", and each individually referred to as a "**Party**" or "**Shareholder**", including its successors in title, permitted assigns and permitted transferees.

**RECITALS**

(A) Sing Khon is a Singapore incorporated company, which is an investment holding company, involved in the business of cultivation of oil palm nursery, operation of oil palm plantation and sale of the oil palm fruit.

(B) Kyaw Maw 19 is a Myanmar incorporated company involved in the business of land leasing and providing the Company with guidance and assistance in interpreting and addressing Myanmar legal, political and regulatory issues, addressing local labor considerations and developing and maintaining domestic banking relationships, together with such other services as may be required by the Company from time to time, in each case in accordance with the terms of such arms-length service agreements as may be entered into between either of the Parties and the Company; and

(C) The Parties have agreed to establish a joint venture company in Myanmar (the "**Company**") in the manner and for the purposes more particularly set forth herein, and are entering into this Agreement for the purpose of defining their respective rights and obligations in connection therewith.

**IT IS AGREED**

## 1. Definitions and Interpretation

1.1 In this Agreement:

"Additional Funding" has the meaning set out in Clause 9.1.

"Affiliate" shall be construed to mean, in relation to a given Person, any person that is controlled by, controls or is under common control with such Person but which, for the avoidance of doubt, shall not include the Company. As used herein, "control" shall mean the power to control the composition of the board of directors (or similar governing body) of

another Person, or to exercise control over more than half of the voting rights of the second mentioned Person. Further, and with respect to any natural person, the term "Affiliate" shall include such individual's spouse, children (i.e. below 18 years of age) and estate planning vehicles.

"Annex" is a reference to an annex to this Agreement.

"Articles" means the articles of association of the Company as may be adopted or amended from time to time.

"Board" means the Company's board of directors.

"Book Value" means the latest audited/reviewed of financial statement by the official auditor of the Company.

"Business" has the meaning set out in Clause 2.

"Business Day" means any day (other than Saturday or Sunday) when banks in Singapore and Myanmar are open for the transaction of normal business.

"Change of Control" shall be deemed to have occurred if any Person, or any number or combination of Persons acting in concert, which does not previously own or control, or which is not previously under common ownership and/or control with the affected Party (i.e., a non-Affiliate), acquires or becomes the beneficial owner, directly or indirectly, of all or substantially all of the assets of the affected Party or its ultimate or any intermediate holding company, or of shares of the affected Party or its ultimate or any intermediate holding company representing fifty percent (50%) or more of the combined voting power of such entity's then outstanding securities.

"Clause" is a reference to a clause of this Agreement.

"Company" has the meaning set out in Recital (C).

"Conditions Precedent" means the conditions precedent set out in Clause 4.4.

"Confidential Information" means all documents and information that is not publicly available or known, and that is disclosed (whether orally or in writing) by the Disclosing Party to the Recipient Party, whether owned by the Disclosing Party or obtained and maintained by the Disclosing Party through a grant of rights by a third party, however stored and in whatever form (including without limitation information obtained through observation while at the Disclosing Party's facilities etc.), relating to or connected with the business, customers or financial or other affairs of the Disclosing Party and/or its Affiliates, including without limitation the Parties' respective policies and procedures, trade secrets, patents, licenses, know-how, technology transfer related and other intellectual property rights and business, financial and operational information.

"Consent" includes an approval, authorization (public and private), concession, exemption, filing, grant, license, notarization, order, permission, permit, recording or registration, or the fulfillment of the procedures and requirements in relation thereto, whether required from or by any governmental authority or any other body or Person.

"DICA" means the Directorate of Investment and Company Administration.

"DICA Remittance Amount" means the portion of the Share Capital required by the DICA to be remitted into a designated account with a Myanmar bank or any other financial institution approved by the Central Bank of Myanmar prior to the issuance of the Permanent Certificate of Incorporation.

"Designated Account" has the meaning set out in Clause 3.2.

"Disclosing Party" means the Party that discloses Confidential Information to the Recipient Party.

"Equity Investment" has the meaning set out in Clause 4.1

"Form of Permit" means the general business license issued by the DICA for the Company to carry on Business as a foreign-invested company in Myanmar.

"Insolvency Event" means the relevant Person:

(i) becomes insolvent or is unable to pay its debts as they become due; or

(ii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition is not withdrawn, dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation of that proceeding or petition; or

(iii) seeks or becomes subject to the appointment of an administrator, an administrative receiver, a receiver, a trustee, a liquidator or other similar official for it or for all or substantially all its assets; or

(iv) takes any proceeding under any law for a re-adjustment or deferment of its obligations or any material part of them or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors; or

(v) passes a resolution for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

"Land Concession" means any land concession granted by the Relevant Authorities to either Company or Kyaw Maw 19 (as the case may be) or an Affiliate of Kyaw Maw 19 for utilizing the land for conducting the Business of the Company.

"Long Stop Date" means a period of one hundred eighty (180) days from the date of this Agreement (or, if such date is not a Business Day, the next following Business Day), or such other extended period as may be mutually agreed between the Parties in writing.

"Managing Director" has the meaning set out in Clause 8.

"Memorandum" means the memorandum of association of the Company, as may be adopted or amended from time to time.

"MIC" means the Myanmar Investment Commission.

"MIC Approval" means the permit and decision to be issued by the MIC approving the establishment of the Company and the implementation of the Project and the Business as may be applicable.

"Myanmar" means the Republic of the Union of Myanmar.

"Myanmar Investment Law" means the investment law of Myanmar dated 18 October 2016, as the same may be amended from time to time.

"Operating License(s)" means each operating license necessary for the effective operation of the Company's business from the Subscription Date to be issued by the Ministry of Natural Resources and Conservation and any other Relevant Authorities.

"Ordinary Shares" has the meaning set out in Clause 4.3.3 (a) and Clause 4.3.3 (b), as the case may be.

"Permanent Certificate of Incorporation" means the permanent certificate of incorporation issued by the DICA evidencing the due incorporation and registration of the Company with the DICA.

"Person" means any natural person, body corporate, unincorporated association or partnership, business organization, trust, union, association or governmental entity, and includes a reference to such Person's legal representatives, heirs, successors and assigns.

"Preferred Shares" has the meaning set out in Clause 4.3.3 (b).

"Project" means project investment in oil palm plantation through the establishment of the Company as a joint venture under the Myanmar Investment Law and registration with the DICA under Myanmar Companies Act 1914, the contribution of the issued equity capital in the Company by the Parties, and the commencement and operation of the activities necessary to conduct the Business.

"Recipient Party" means the Party that receives Confidential Information from the Disclosing Party.

"Relevant Authorities" means, in relation to the doing of any act or the conduct of any activity, business or transaction in Myanmar, the relevant governmental authority (or authorities) or ministry (or ministries) in Myanmar having charge of, and/or having regulatory authority or control over, the doing of such act or the conduct of such activity.

"Representing Party" has the meaning set out in Clause 5.

"Shares" means the shares in the capital of the Company and "Share" means any of them.

"Share Capital" has the meaning set out in Clause 4.3.

"Singapore" means the Republic of Singapore.

"Subscription" means the subscription by the Parties for the Share Capital pursuant to Clause 4.3.3 upon the fulfillment of the Conditions Precedent

"Subscription Date" has the meaning set out in Clause 4.3.3.

"Temporary Certificate of Incorporation" means the temporary certificate of incorporation issued by the DICA evidencing the due incorporation and registration of the Company with the DICA.

"Working Capital Requirements" has the meaning set out in Clause 9.1.

1.2 The Annexes form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and a reference to this Agreement includes a reference to the Annexes hereto.

1.3 The headings in this Agreement shall not affect the interpretation of this Agreement.

1.4 Any references to a provision of law shall include a reference to any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto.

## 2. Joint Venture Scope of Business

On and subject to the terms and conditions herein set forth, the Parties intend to establish and maintain a joint venture, through equity participation in the Company, to engage in cultivation of oil palm nursery, operation of oil palm plantation and sale of the oil palm fruit ("**Business**").

## 3. Establishment of the Company

### 3.1 Incorporation

The Parties shall, as soon as practicable following the execution of this Agreement, proceed with the establishment and incorporation of the Company, and application for the Operating License(s), the Form of Permit, the Temporary Certificate of Incorporation, the Permanent Certificate of Incorporation and the MIC Approval.

### 3.2 Compliance with Local Registration Requirements

The Parties shall consult in good faith and cooperate with each other to comply with all the requirements and procedures for obtaining the Form of Permit including the Temporary Certificate of Incorporation, the Permanent Certificate of Incorporation and other necessary Consents for the incorporation and establishment of the Company, including the execution of the Articles in such form to be agreed between the Parties and (where applicable) to remit the DICA Remittance Amount into a bank account opened in Myanmar by the prospective directors nominated to the Company by Sing Khon (the "**Designated Account**"), within sixty (60) days from the date of issue of the Temporary Certificate of Incorporation (provided that such date shall not be earlier than the Subscription Date) unless the Parties agree otherwise. As soon as practicable after the Subscription Date the Parties shall consult in good faith and cooperate with each other to comply with all the requirements and procedures for obtaining the Permanent Certificate of Incorporation.

### 3.3 Reimbursement of Pre-Incorporation Expenses

The Parties shall, as soon as practicable following the incorporation of the Company, procure that the Company reimburses to each of the Parties such of the official fees and expenses as may have been reasonably incurred by that Party in connection with the incorporation of the Company.

### 3.4 Corporate Name

The name of the Company will be Green Palm Oil Plantation Co., Ltd or such other name as the Parties may mutually agree that is approved by the Relevant Authorities.

## 4. Equity Investment and Shares Subscription

### 4.1 Equity Investment

The Parties acknowledge that the equity investment required for the Project is US$ 1 Million (One Million United States Dollars).

### 4.2 Payment

US$ 1 Million (One Million United States Dollars) shall be paid in cash by the Parties to the Company in accordance with Clauses 4.3.2 and 4.3.3 hereof.

### 4.3 Share Capital

4.3.1 The total authorized share capital of the Company shall be US$ 1 Million (One Million United States Dollars), divided into 10,000 (Ten Thousand) Shares at a par value equal to US$ 100 (One Hundred United States Dollars) per Share.

4.3.2 The total issued share capital ("**Share Capital**") of the Company shall be US$ 150,000 (One Hundred and Fifty Thousand United States Dollars).

4.3.3 Shareholding Structure

(a) At the time of establishment of the Company and subject to the terms of the MIC Approval, the laws of Myanmar and this Agreement, including the Conditions Precedent, the Parties shall subscribe for the relevant number of fully-paid Ordinary Shares set out against their respective names below in cash:

| Party | Number and Class of Shares | Percentage Shareholding |
|---|---|---|
| Sing Khon | 9,498 Ordinary Shares | 94.98% of Share Capital |
| Mr. Prapol | 1 Ordinary Shares | 0.01% of Share Capital |
| Mr. Kawee | 1 Ordinary Shares | 0.01% of Share Capital |
| Kyaw Maw 19 | 500 Ordinary Shares | 5% of Share Capital |

Subscription shall take place on the date that is two (2) Business Days after the date on which the last of the Conditions Precedent is satisfied or waived, if waiver is permitted (the "**Subscription Date**"). On the Subscription Date, each Party shall subscribe for the aforesaid Shares and contribute its share of the Share Capital (less any amount it has previously paid as part of the DICA Remittance Amount pursuant to Clause 3.2, if applicable) by remitting the relevant amount into the Designated Account. One Party shall not be obliged to proceed to Subscription unless the subscription by them for the aforesaid Shares is completed simultaneously by the other Party.

For avoidance of doubt, under Clause 4.3.3 (a), "**Ordinary Shares**" means the shares in the Company with which every Shareholder shall have one (1) vote in respect of each ordinary share held by it.

(b) Upon completion of establishment of the Company and amendment of the Memorandum and Articles under Clause 4.10.2, the Shares held by each Party shall be in the number and classes set out against their respective names below:

| Party | Number and Class of Shares | Amount of Capital Contribution | Voting Right |
|---|---|---|---|
| Sing Khon | 9,498 Ordinary Shares | 949,800 | 1 Ordinary Share equals to 1 Vote |
| Mr. Prapol | 1 Ordinary Shares | 100 | |
| Mr. Kawee | 1 Ordinary Shares | 100 | |
| Kyaw Maw 19 | 500 Preferred Shares | 50,000 | No voting right |

For avoidance of doubt, under Clause 4.3.3 (b):

"**Ordinary Shares**" means the shares in the Company with which every Shareholder shall have one (1) vote in respect of each ordinary share held by it.

"**Preferred Shares**" means the non-voting non-dividend shares in the Company, which are entitled to be reimbursed for capital contribution, profits or liquidation gain if any(to a maximum of USD 10,000).

**4.4 Conditions Precedent**

4.4.1 The obligation of each Party to proceed with the subscription and payment for Shares in Clause 4.3.3 above, except for the payment in compliance with the DICA Remittance Amount required for incorporation of the Company, shall be conditional on each of the following conditions having been fulfilled (or in the case they are waived by the Party in whose favor the Condition Precedent is provided):

(a) **Authority to enter into Agreement** - each Party shall have received from the other Party a certified copy of the approvals of the other Party authorizing the entry into and performance of the transactions contemplated by this Agreement (as appropriate);

(b) **Obtain Operating License(s), the MIC Approval, the Permanent Certificate of Incorporation and the Permanent Form of Permit** - the Operating License(s), the MIC Approval, the Temporary Certificate of Incorporation and the temporary Form of Permit have been issued to the Company on terms suitable for the Project and have not been cancelled or revoked;

(c) **No action preventing performance** - there shall not be any actual or threatened action or proceeding by or before any court or other governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or the participation of any of the Parties therein; and

(d) **Representations and Warranties** - the representations and warranties of the other Party herein contained shall be true and accurate in all material respects on and as of the Subscription Date.

4.4.2 In additional to Clause 4.4.1, the obligation of Sing Khon, Mr. Prapol and Mr. Kawee to proceed with the subscription and payment for Shares in Clause 4.3.3 above shall be

conditional on each of the following conditions having been fulfilled (or in the case they are waived by Sing Khon, Mr. Prapol and Mr. Kawee in whose favor the Condition Precedent is provided):

**(a)** **Land Concession** – in case where the Land Concession is granted to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 prior to the establishment of the Company, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 has transferred the Land Concession to the Company to the extent as permitted by Myanmar laws; or

**(b)** **Sub-Lease Agreement** – in case the Land Concession cannot be transferred to the Company under paragraph (a) above, the Company has entered into land sub-lease agreement with Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 for the Land Concession provided that (i) the term of lease shall be the same term of the Land Concession to the extent permitted by Myanmar laws, (ii) each time upon expiry of the term of the lease, it shall be automatically renewed to the same term as the last term to the extent permitted by Myanmar laws, and (iii) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 complies with all applicable conditions and laws to ensure the Land Concession remains valid, and (iv) the Parties to the land sub-lease agreement have taken all action (including but not limited to properly register the sub-lease agreement with the Relevant Authorities) to effectuate such agreement in full force and effect.

### 4.5 Termination for Failure to Satisfy Conditions Precedent

The Parties shall use their best endeavors to procure the satisfaction of each of the Conditions Precedent under Clause 4.4 not already satisfied as soon as possible and in any event before the Long Stop Date. If any of the Conditions Precedent specified under Clause 4.4 are not fulfilled or waived by the Long Stop Date, either Party shall have the right to terminate this Agreement by notice in writing to the other Party. If the Company has already obtained its Temporary Certificate of Incorporation, the Parties will co-operate and take the necessary steps to liquidate the Company as soon as possible thereafter in accordance with Clause 4.6.

### 4.6 Winding-Up

4.6.1. In the event this Agreement is terminated under Clause 4.5 or the Land Concession under Clause 4.4.2 is terminated when the Company is operating its Business in Myanmar, each Party shall remain obligated to fund such monies as may be required to wind-up the affairs of the Company in accordance with the laws of Myanmar and to satisfy all of the Company's obligations, if any, to third parties in accordance with its percentage shareholding in the Company as set forth in Clause 4.3.3 which obligation shall be limited, in each case, to the Party's respective proportionate Share of the paid-in Share Capital. Once all such obligations have been satisfied and the MIC Approval has been cancelled, the Company shall distribute its remaining cash to the Parties in proportion to the respective amounts funded by the Parties under Clause 4.3.3. The provisions of this Clause 4.6 shall survive the termination of this Agreement.

4.6.2. Subject to Clause 4.6.1 above, the Shareholder holding the Preferred Shares will be entitled to be reimbursed for capital contribution, profits or liquidation gain if any (to a maximum of USD 10,000 (Ten Thousand United States Dollars)).

### 4.7 Shares Issued free of Encumbrance

All Shares shall be issued free and clear of all liens, encumbrances, charges, conditions or restrictions of any kind or nature whatsoever other than as set forth herein or in the Articles.

**4.8 Voting Rights of Shares**

4.8.1 At the time of establishment of the Company, the Ordinary Shares shall have equal voting and other rights. Each Ordinary Share shall entitle its holder to cast one (1) vote.

4.8.2 Upon completion of establishment of the Company and amendment of the Memorandum and Articles under Clause 4.10.2, voting right of each class of Shares shall be as follows:

*(a)* All Preferred Shares shall have no voting right at any meeting of the Shareholders.

(b) All Ordinary Shares shall have equal voting and other rights. Each Ordinary Share shall entitle its holder to cast one (1) vote in any meeting of the Shareholders.

**4.9 Restrictive Legend**

Share certificates representing Shares of the Company shall be issued to each Party for its respective, fully paid-up Shares in such form as the Board shall determine in accordance with the laws of Myanmar. The Parties agree to cause the Company to place the following legend on each certificate representing a Share or Shares of any class of its Shares:

"This certificate may be transferred, assigned, conveyed or pledged only upon compliance with the terms and conditions of that certain Parties' Agreement dated as of [______], 2017, by and between Sing Khon, Kyaw Maw 19 and other parties, and in manner provided by the Articles of Association of the Company."

**4.10 Memorandum and Articles of Association**

4.10.1 The Parties shall ensure that the Memorandum and Articles are executed and filed with DICA within the time period prescribed by the laws of Myanmar.

4.10.2 After the establishment of the Company, but not later than 30 days after the Subscription Date or unless agreed otherwise by the Parties, the Parties shall use their best efforts and take all necessary actions (including but not limited to exercise their vote at the Shareholder's meeting) to amend the Memorandum by revising the class of Shares to conform with Clause 4.3.3 (b), and to amend the Articles substantially in the form set out in Annex A, subject to the terms of the MIC Approval and the laws of Myanmar.

4.10.3 The Memorandum and Articles shall be consistent with and incorporate, insofar as practicable, the provisions of this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Memorandum and Articles, the Parties agree to interpret the Memorandum and Articles and to take such action as is reasonably necessary (including but not limited to the amending the Memorandum and Articles), so as to conform the Memorandum and Articles with the provisions of this Agreement and, to the fullest extent possible, to effect the original intent of the Parties as evidenced by this Agreement and allowed by the laws of Myanmar.

4.10.4 Each of the Parties shall, when necessary, exercise its powers of voting and rights of management control and any other rights and powers it may have to amend, waive or suspend a conflicting provision in the Memorandum and Articles to the extent permitted by the applicable laws of Myanmar and so that this Agreement may operate in accordance with its terms. The Parties shall in any event, and notwithstanding any provision to the contrary in the Memorandum and Articles, always act in a manner which is consistent with and gives full force and effect to this Agreement.

## 5. Representations and Warranties

Each of the Parties, individually and solely with respect to itself (each, a "**Representing Party**"), represents and warrants to the other Party upon the time of execution of this Agreement and as of the Subscription Date as follows:

### 5.1 Enforceability and Authority

This Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, the execution, delivery, and performance of which has been duly authorized and approved by the Representing Party.

### 5.2 Consents and Approvals

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any one or more third-parties (i.e., any person, corporation, partnership, joint venture or other business entity or association other than the other Party, the MIC or any other Relevant Authorities); (ii) violate, with or without the giving of notice or the passage of time, or both, any provisions of law applicable to the Representing Party; or (iii) with or without the giving of notice or the passage of time, or both, conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of such Representing Party (including without limitation such Party's anticipated ownership interest in the Company), pursuant to such Representing Party's articles of association, or any by law, indenture, mortgage, deed of trust, lease, contract, agreement or other instrument, or any order, judgment, award, decree, statute, ordinance, regulation or any other restriction of any kind or character, to which such Representing Party is a party, or by which such Representing Party or any of its assets or properties may be bound.

### 5.3 Third-Party Agreements

There is no agreement other than this Agreement in force, effect, or under negotiation known to such Representing Party which grants the right to any Person or entity, or any combination or number thereof, to call for the authorization, issuance or transfer of any Share or Shares of the Company.

### 5.4 Litigation

No claim, action, suit, arbitration, investigation, litigation, or other proceeding of any kind is pending or threatened against such Representing Party before any court, governmental or administrative agency, authority or commission, arbitrator, impartial mediator, or otherwise, nor is such Representing Party aware of any basis for any such proceedings which when considered individually or in the aggregate, might reasonably be expected to materially adversely affect the joint venture relationship contemplated by this Agreement.

### 5.5 No Material Adverse Change

Such Representing Party knows of no fact that has resulted, or that in the Representing Party's reasonable judgment will result in such a material change in the business, operations, or assets of such Representing Party, as could reasonably be expected to have a material adverse effect on its performance of this Agreement, that has not been set forth in this Agreement or otherwise disclosed to the other Parties in writing.

### 5.6 Reliance, Effect and Survival

All representations, warranties, covenants and agreements of each of the Representing Parties made with respect to this Agreement, whether contained in this Clause 5 or elsewhere herein are material, are inducements to each of the other Parties to enter into this Agreement; provided, that any Party to whom a representation or warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty of which such Party had knowledge prior to the Subscription Date. Any Party learning of a misrepresentation or breach of representation or warranty by itself under this Agreement shall immediately give written notice thereof to the other Party.

## 6. Shareholders

### 6.1 Meetings, Quorum and Voting

6.1.1 General meetings of the Shareholders shall be held no less than annually, on such date and at such location as the Parties may determine from time to time, and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) With the exception of the Company's annual meeting of Shareholders, any other meeting shall be considered to be an extraordinary general meeting. Extraordinary general meetings of Shareholders may only be called either by the Chairman of the Board ("**Chairman**") or by the Shareholder owning at least ten percent (10%) of the Share Capital of the Company. Notice of an extraordinary general meeting shall be provided in accordance with the provisions of this Agreement and prior to the date of the extraordinary general meeting to all Shareholders and shall state with specificity the time, place and agenda for such meeting.

6.1.2 At least seven (7) days' notice prior to every Shareholders' meeting shall be given to all Shareholders whose names appear in the register of Shareholders.

In case where such Shareholders' meeting required an extraordinary resolution by the Shareholders (as specified under Annex B), at least fourteen (14) days' notice prior to the Shareholders' meeting shall be given to all Shareholders whose names appear in the register of Shareholders.

In case where such Shareholders' meeting required a special resolution by the Shareholders (as specified under Annex B), at least twenty-one (21) days' notice prior to the Shareholders' meeting shall be given to all Shareholders whose names appear in the register of Shareholders.

Notices to Shareholders shall be given by the procedure prescribed by law. The notice shall specify the place, the day and hour of the meeting, and the nature of the business to be transacted thereat.

6.1.3 Presence in person or by proxy of Shareholders holding fifty percent (50%) *of* the Share Capital shall constitute a quorum for the transaction of business at any meeting of the

Shareholders. Should there be no quorum at a duly- called meeting, it shall be canceled and the Chairman shall call a meeting of the Shareholders within seven (7) calendar days following the meeting at which a quorum was not present. The presence in person or by proxy of Shareholders holding twenty-five percent (25%) or more of the Share Capital shall constitute a quorum for such subsequent meeting of the Shareholders.

6.1.4 Unless a higher level of approval (i.e. a supermajority vote) is required by the laws of Myanmar as specified under Annex B, the vote of a majority of the Share Capital represented and voting at a Shareholders' meeting at which a quorum is present shall be and constitute the act of the Shareholders.

**6.2 Proxies**

Each Shareholder may vote its Shares by and through a duly authorized representative or attorney-in-fact. A proxy is not valid after the expiration of twelve (12) months from the date of its execution, unless the Shareholders executing the same specifies therein the length of time for which it is to continue in force, or limits its use to a particular meeting, but no proxy shall be valid after three (3) years from the date of its execution.

**6.3 Language**

All meetings of the Shareholders shall be conducted in the English language, and all reports to the Shareholders and minutes of the Shareholders' meeting or otherwise prepared by the Company pursuant to this Agreement shall be written in English.

**6.4 Kyaw Maw 19's Undertaking**

Kyaw Maw 19 covenants and undertakes to Sing Khon, Mr. Prapol and Mr. Kawee that it shall exercise and take all any necessary actions to facilitate the operation of the Company or for the benefit of the Company, including but not limited to exercise its vote at the Shareholders' Meeting or signing the minutes of Shareholder's meeting in favour of Sing Khon, including for the following matters:

(a) issuance of Preferred Shares or conversion of Ordinary Shares to Preferred Shares to be held by Kyaw Maw 19 in accordance with Clause 4.3.3(b);

(b) amendment of Memorandum and Articles in accordance with Clauses 4.10;

(c) Land Concession to be transferred or subleased to the Company in accordance with Clause 4.4.2; and

(d) application for MIC Approval.

**7. Board of Directors**

**7.1 Number, Appointment, Duties**

7.1.1 The number of directors constituting the Board shall be three (3), all of whom shall be appointed by Sing Khon.

7.1.2 Each Party shall vote in such manner as to elect the respective nominees of Sing Khon to the Board consistent herewith.

7.1.3 The Board, collectively, and directors, individually, shall undertake and perform such duties

as may be set forth in the Articles or directed by the Parties from time to time.

7.1.4 A director shall be removed at any time by Sing Khon provided however, that Sing Khon hereby agrees to indemnify and hold Kyaw Maw 19 and the Company harmless from and against any and all losses, liabilities, and costs which Kyaw Maw 19 or the Company may incur arising out of, or in connection with, any claim by such director for wrongful dismissal or redundancy, or other compensation arising out of such director's removal or loss of office, except for claims successfully asserted based on the director's gross negligence, violation of law or willful misconduct.

7.1.5 At the time of the completion of any sale, assignment, transfer or other disposition of all of the Shares held by Sing Khon, Sing Khon shall procure the resignation of each director nominated by it to the Board.

7.1.6 The directors of the Company shall not be entitled to any remuneration in their capacity as directors.

### 7.2 Chairman

The Chairman shall be nominated by Sing Khon among one of the three appointed directors. The Chairman shall preside at all meetings of the Board, and perform such other duties as may be directed by the Board. The Chairman shall have one (1) vote only, and shall have a casting vote in the event of a tie. If the Chairman is not present at any meeting of the Board, the directors present may appoint anyone of their number to act as Chairman for the purposes of the meeting.

### 7.3 Meetings, Quorum and Voting

7.3.1 Meetings of the Board shall be held no less than annually, on such date and at such location as the Board may determine and specify from time to time.

7.3.2 The quorum for meetings of the Board shall be two (2) directors.

7.3.3 Each director, including the Chairman, shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of the Board. The vote of a simple majority of the directors at a meeting of the Board at which a quorum is present shall be and constitute the act of the Board, and shall be required with respect to the transaction of all matters before the Board.

### 7.4 Action Without Meeting

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if one or more written resolutions, setting forth the action so taken, shall be signed by all of the directors. The expression "signed" includes approval by telefax, digital or electronic signature or such other mode of approval or indication of approval by any such director as may be permitted by the laws of Myanmar.

### 7.5 Indemnification

Sing Khon and Kyaw Maw 19 shall use its best efforts to ensure that the Company maintains and extends, to the fullest extent permitted by the laws of Myanmar, full and complete indemnity for any and all costs and expenses incurred by any Person serving as a director of the Company (except for claims successfully asserted based on the director's gross negligence, violation of law or willful misconduct).

### 7.6 Language

All meetings of the Board shall be conducted, and all reports of the Board or otherwise prepared by the Company pursuant to this Agreement shall be written in the English language. All Company records shall be kept in English, unless otherwise required by applicable law, in which case an English copy of each item shall be prepared and retained by the Company.

## 8. Managing Director

### 8.1 Managing Director Responsible for Day-to-Day Management

The day-to-day affairs of the Company and the Business shall be conducted by a managing director ("**Managing Director**"), who shall be nominated and elected by the Board. Staffing decisions for the Company (including without limitation designation of the Company's finance director) will be made by the Managing Director. The Company shall confer on the Managing Director and his supporting management and operational personnel such authority in relation to the operations of the Company as the Board reasonably determines. In such regard, the Managing Director shall be entitled to grant powers of attorney to other persons for the purpose of carrying out his duties as prescribed in each power of attorney. The Managing Director shall report to the Board, and shall be responsible for implementing and carrying out such policies and directives as the same may be updated and revised from time to time by the Board.

## 9. Finance

### 9.1 Working Capital and Capital Expenditures

The Parties agree that any of the Company's working capital requirements ("**Working Capital Requirements**") (whether routine capital requirements or otherwise) that are required over and above the Equity Investment (each such additional tranche of capital being referred to as "**Additional Funding**"), will be determined based on the annual business plan of the Company approved by Shareholders' meeting, or where such tranche of Additional Funding is not provided for in any approved annual business plan, then in accordance with the agreement of the Parties.

### 9.2 Loans

Subject to the provisions of Clause 9.1 hereof, the Company may borrow sums from third-parties on the most favorable terms available as to interest, repayment and security compatible with its needs, but shall not allow any prospective lender the right to any equity interest in the Company as a condition or term of any loan or advance.

### 9.3 Guarantees

No Party shall be obliged to participate for the benefit of the Company in any guarantee or indemnity except with the prior consent of, and on terms acceptable to, such Party. In the event the Company enters into any agreement with a third party, pursuant to which such third party requires the Parties to enter into an arrangement that has the practical effect of constituting a guaranty of the Company's obligations (regardless of the form of such undertaking (e.g., a guaranty, indemnity, etc.)), the Board shall in writing notify each Party of such requirement and shall include in such notice a statement of the nature of the guarantee required and the purpose for which it is required.

9.3.1 Notwithstanding the provisions of Clause 9.3, in the event the Parties agree to provide a joint and several guaranty or indemnity to a third party with respect to any obligations of the Company, the following provisions shall apply:

(a) As between the Parties, the aggregate liability of a Party under the guaranty or indemnity shall be in the same proportion as its holdings of Shares in the Company at the time the guaranty or indemnity is given;

(b) A Party shall be responsible for the entire liability pursuant to a guaranty or indemnity, which is solely attributable to such Party's act or default; and

(c) Each Party shall indemnify the other against any and all losses, costs, expenses and liabilities which are incurred by a Party as the result of the other Party's failure to pay the amounts payable pursuant to this Clause 9.3.1.

**9.4 No Currency/ Interest Rate Speculation**

The Company may not enter into foreign exchange contracts, currency swap agreements, interest rate protection agreements, interest rate future agreements, interest rate option agreements, interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate hedge agreements, or other similar agreements for speculative purposes, but may enter into such arrangements solely for hedging purposes to protect the Company against fluctuations in currency exchange rates and/or interest rates.

**9.5 Dividend Policy**

Upon completion of establishment of the Company and amendment of the Memorandum and Articles under Clause 4.10.2, the Parties agree that it is their respective intention and understanding that, subject to the requirements of any applicable lenders, laws of Myanmar and/or Relevant Authorities, and the Company's reasonable Working Capital Requirements and potential future expansion plans, the Company will pay to the Shareholders holding outstanding Ordinary Shares on an annual basis as may be recommended by the Board.

All Ordinary Shares shall carry similar rights to dividends.

Preferred Shares shall carry no rights to dividends and Shareholders holding Preferred Shares shall not receive dividends with regards to Preferred Shares.

In case where the Company is not entitle to amend the Memorandum and Articles as specified under Clause 4.10.2, Kyaw Maw 19 agrees to refuse to receive the dividends distributed in its portion.

**9.6 Bank Accounts**

The Company will maintain such bank accounts as may be determined by the Board, and shall require its customers to make all payments directly to such accounts.

**9.7 Insurance**

The Company shall maintain appropriate insurance coverage, including without limitation hazard, casualty (i.e., liability) and political risk coverage, in such amounts as the Board deems appropriate from time to time; provided, however, that political risk coverage maintained by the Company shall in no event be less than the amount owned by the Company to any one or more third-party lenders.

**10. Budgets and Financial Information, Fiscal Year, Policies and Procedures**

**10.1 Deliveries to the Parties**

10.1.1 The Board shall direct the preparation of, and shall sign and deliver to each Party:

(i) A report on the financial position and affairs of the Company within forty five (45) days following the end of each fiscal quarter;

(ii) Annual audited accounts of the Company within ninety (90) days following the end of the fiscal year to which they relate, prepared by an independent accounting firm nominated by Sing Khon; and

(iii) Any other reports, accounts or other documentation as to which the Board may reasonable require.

10.1.2 Subject to applicable law, the Parties agree that the financial year end for the Company shall be 31 March of each year.

**11. Share Transfers**

**11.1 Restrictions**

Other than as may be expressly provided by the provisions of Clauses 11.2 and 11.3 hereof, Kyaw Maw 19 shall not sell, assign, transfer, convey, pledge, mortgage, charge or otherwise encumber, grant and option or enter into any agreement with respect to its Shares in the Company without the prior written consent of Sing Khon.

**11.2 Mandatory Transfer**

11.2.1 Right to Transfer

If any time during the continuation of this Agreement there exists a legal requirement pursuant to which either Party is disqualified to hold all or any portion of its shareholding in the Company in order to satisfy such qualification requirement, that Party shall have the right to transfer such Shares as it is so required to divest:

(a) To the other Party per the terms of Clause 11.4; or

(b) To a third party, provided that in the case of such transfer to a third party, such transfer must be in accordance with Clauses 11.4 and 11.5.

11.2.2 Call Option

At any time Sing Khon may, by delivering written notice to Kyaw Maw 19 ("**Call Option Notice**") require Kyaw Maw 19 to sell to Sing Khon all or some of its Shares at the par value. Delivery of the Call Option Notice shall constitute the irrevocable election by Sing Khon to purchase the Shares specified in the Call Option Notice and upon delivery of such notice Kyaw Maw 19 shall be obligated to sell and transfer, and Sing Khon shall be obligated (or shall procure its designated person) to purchase, all such Shares.

### 11.3 Voluntary Transfers

In case where Kyaw Maw 19 wishes to voluntarily transfer all or any part of its Shares, Kyaw Maw 19 may do so only in accordance with Clauses 11.4 and 11.5.

### 11.4 Pre-emptive Right

In the event of a proposed transfer by Kyaw Maw 19 ("**Transferring Shareholder**") of any class of Shares held by it ("**Transfer Shares**") and before the Transferring Shareholder makes any transfer of the Transfer Shares, the Transferring Shareholder shall first give, for each class of Shares, Sing Khon ("**Continuing Shareholder**") notice in writing (a "**Transfer Notice**") of any proposed transfer together with the details of:

(i) The number and class of Transfer Shares;

(ii) The proposed purchaser ("**Proposed Purchaser**");

(iii) The purchase price ("**Transfer Price**"); and

(iv) Other material terms and conditions of such sale (if any) ("**Transfer Terms**"), which shall specify, inter alia, whether the Continuing Shareholder are required to collectively accept all (and not some only) of the Transfer Shares.

Collectively as "**Full Sale Condition**"

Subject as hereinafter mentioned, a Transfer Notice shall constitute an offer by the Transferring Shareholder for the sale of the Transfer Shares in (as nearly as they may be) their respective shareholding proportions inter se to the Continuing Shareholder at the Transfer Price and on the Transfer Terms, if any.

A Transfer Notice is irrevocable.

11.4.1 On receipt of a Transfer Notice, the Continuing Shareholder shall have the right to buy all (but not some) of the Transfer Shares offered to it at the Transfer Price and on the Transfer Terms by giving notice ("**Acceptance Notice**") to the Transferring Shareholder within sixty (60) days of receiving a Transfer Notice ("**Acceptance Period**"). If the Continuing Shareholder give an Acceptance Notice to the Transferring Shareholder, they shall be an accepting shareholder ("**Accepting Shareholder**").

11.4.2 The Accepting Shareholder shall then purchase the Transfer Shares so accepted by it within thirty (30) days of the date of Acceptance Notice or within thirty (30) days of the date upon which any necessary Regulatory Approvals are obtained, whichever is later ("**ROFR Period**");

11.4.3 Each of the Transferring Shareholder and the Accepting Shareholder shall use all reasonable efforts on its part to ensure that any necessary approvals for the sale of the Transfer Shares under a Transfer Notice to the Accepting Shareholder are obtained. Notwithstanding the foregoing, the Accepting Shareholder's right to buy the Transfer Shares under a Transfer Notice shall cease to have effect if it gives the Transferring Shareholder a notice exercising such right but any necessary Regulatory Approval is not obtained within two hundred and ten (210) days of the giving of the Transfer Notice or any Relevant Authority conclusively refuses to grant any such Regulatory Approval;

11.4.4 If the Continuing Shareholder has not accepted the Transfer Shares in accordance with a Transfer Notice and the Full Sale Condition within the Acceptance Period, the Transferring

Shareholder shall be entitled to transfer the Transfer Shares under a Transfer Notice not accepted by the Continuing Shareholder to the Proposed Purchaser referred to in the Transfer Notice at the Transfer Price and on terms no more favorable than the Full Sale Condition.

11.4.5 In any event, any Proposed Purchaser purchasing any Transfer Shares shall not be entitled to take title or beneficial ownership of any Transfer Shares until such time as the Proposed Purchaser has agreed, in writing, to be bound by the terms of this Agreement and the Articles, and has executed the accession agreement in the form satisfactory to Sing Khon.

**11.5 Drag-along rights**

11.5.1 Kyaw Maw 19 agree that that if Sing Khon proposes to transfer all of its Shares to a third party transferee ("**Seller**"), then the Seller shall have the right to force the other Shareholders (the "**Drag Along Shareholder(s)**") to sell all of their Shares at the same price and terms by providing the Drag Along Shareholders with not less than thirty (30) days prior written notice (the "**Drag Along Notice**") of such proposed sale, which notice shall include all terms and conditions applicable to the proposed sale and identify the proposed transferee of such Transfer ("**Purchaser**").

11.5.2 The Shareholders agree that, upon receipt of the Drag Along Notice, all of the Drag Along Shareholders shall sell all of their Shares to the Purchaser, together with the Shares offered for sale by the Seller, on the same price and terms as the Seller's Shares, in each case subject to the conditions under this Agreement.

**11.6 Standing of the Transferee**

Notwithstanding anything to the contrary herein set forth:

11.6.1 No transfer of any or all of Kyaw Maw 19's Shares (whether a mandatory divestment pursuant to Clause 11.2, or a voluntary transfer pursuant to Clause 11.3), shall be effective unless the would-be transferee (i) obtains consent of Sing Khon, and (ii) signs, consents, and agrees to be bound by the terms and conditions of this Agreement and the Articles and execute the accession agreement in the form satisfactory to Sing Khon.

11.6.2 A transfer of Shares to an Affiliate of Kyaw Maw 19 shall be exempt from the provisions of Clauses 11.4, but shall be subject to having first received the prior written consent of Sing Khon; provided, that such consent may reasonably be conditioned upon:

(a) Sing Khon shall be satisfied that such intended transferee is of a reasonably comparable financial standing (taking into account the loans and guarantee, if any, provided on behalf of the would-be transferee and on behalf of Kyaw Maw 19) and able to provide the same or comparable services and other support to the Company as Kyaw Maw 19;

(b) the delivery by the intended transferee of representations and warranties consistent with those provided in Clause 5 of this Agreement; and

(c) Kyaw Maw 19 shall procure such Affiliate to agree, in writing, to be bound by the terms of this Agreement and the Articles, and has executed the accession agreement in the form satisfactory to Sing Khon.

11.6.3 All transfer of Shares that is proposed to be carried out under this Agreement shall be subject to all necessary consents from the Relevant Authorities having first been obtained in respect of such transfer of Shares.

## 12 General Covenants and Agreements

### 12.1 Compliance with Laws

In the performance of this Agreement and the operation of the joint venture contemplated hereby, each Party agrees to comply with all applicable laws and regulations to which such Party or the Company may be subject, including without limitation any applicable anti-bribery legislation in Myanmar or Singapore, and any other laws in force or that may come into force in any jurisdiction to which such Party or the Company may be subject, including specifically but without limitation the laws of Myanmar and Singapore.

### 12.2 Confidentiality

During the continuation of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement for any reason, the Recipient Party shall (i) keep the Disclosing Party's Confidential Information confidential, not disclose the Disclosing Party's Confidential Information to any other Person other than with the prior written approval of the Disclosing Party or in accordance with this Clause 0, and (ii) not use the Disclosing Party's Confidential Information for any purpose other than the performance of its obligations under this Agreement or otherwise in connection with the operations of the Company or for the benefit of the Company.

12.2.1 During the term of this Agreement, the Recipient Party may disclose the Disclosing Party's Confidential Information to its employees, directors, officers, agents and representatives (each, an "**Authorized Recipient**") but only to the extent that such disclosure is necessary for the purpose of permitting the Recipient Party to perform its obligations under this Agreement or otherwise in connection with the operations of the Company.

12.2.2 The Recipient Party shall procure that each Authorized Recipient is made aware of and complies with all the Recipient Party's obligations of confidentiality under this Agreement as if the Authorized Recipient was a party to this Agreement.

12.2.3 The obligations contained in this Clause 0 shall not apply to any Confidential Information that:

(a) Comes into the public domain other than through breach of this Agreement by the Recipient Party or any Authorized Recipient;

(b) Can be shown by the Recipient Party by competent evidence to have been known to the Recipient Party prior to it being disclosed by the Disclosing Party to the Recipient Party;

(c) Subsequently comes lawfully into the possession of the Recipient Party from a third party; or

(d) Is required to be disclosed pursuant to applicable law or the order or decree of a judicial or administrative body having jurisdiction over the Recipient Party; provided, however, that if the Recipient Party or an Authorized Recipient is requested in any judicial or administrative proceeding to disclose any of the Disclosing Party's Confidential Information, then the Recipient Party will give the Disclosing Party prompt written notice of such request so that the Disclosing Party may seek an appropriate protective order. The Recipient Party shall use reasonable endeavors to include the Disclosing Party's Confidential Information within any protective order sought, obtained or issued by the appropriate judicial or

administrative body.

**12.3 Noncompetition**

12.3.1 Without Sing Khon's prior written consent, neither Kyaw Maw 19 nor its Affiliates may, during the time that Kyaw Maw 19 and/or its Affiliates is the holder of any Shares and for a period of five (5) years after Kyaw Maw 19 and/or its Affiliates ceases to hold any Shares:

(a) engage in or carry on any activity in Myanmar within the scope of activities contemplated by the Company's Business other than through the Company; and/or

(b) have any interest in any Person that competes with the Company in Myanmar with respect to the scope of activities contemplated by the Company's Business and/or

(c) solicit directly or indirectly any employee of the Company to leave such entity's employ; and/or

(d) say or do anything that is harmful to the reputation of the Company, or that may reasonably lead any Person to cease to deal with the Company on substantially equivalent terms as those previously offered or at all.

12.3.2 Notwithstanding anything to the contrary herein set forth, the Parties specifically agree that nothing herein shall preclude or prohibit the Parties or any of their respective Affiliates from operating separate, non-competing businesses outside of the scope of the joint venture as contemplated hereby.

**12.4 Governmental Relations**

Kyaw Maw 19 agrees to provide the Company, in a lawful and commercially reasonable manner, with guidance and assistance in interpreting and addressing Myanmar legal, political and regulatory issues, addressing local labour considerations and developing and maintaining domestic banking relationships, together with such other services as may be required by the Company from time to time, in each case in accordance with the terms of such arms-length service agreements as may be entered into between either of the Parties and the Company.

**12.5 Land Concessions**

12.6.1 Kyaw Maw 19 shall use its best efforts to assist the Company to get the Land Concession from the Relevant Authorities under the Company's name.

12.6.2 In the event the Relevant Authorities grants any Land Concession to Kyaw Maw 19, Kyaw Maw 19 shall:

(a) Transfer the Land Concession to the Company to the extent as permitted by Myanmar laws; or

(b) Sublease the land to the Company, provided that the grantee agrees to comply with the concession and ensure that the concession shall not be terminated as long as the Company operates its Business in Myanmar.

12.6.3 In the event that the Company further wishes to obtain further Land Concession, Kyaw Maw 19 shall use its best endeavor to assist the Company in identifying, securing, coordinating, and obtaining any further land concessions that the Company wishes to

acquire from the Relevant Authorities.

**12.6 Further Action**

The Parties hereby agree to execute and deliver all documents, provide all information, and exercise their respective best efforts to promote and further the parties' joint venture as contemplated hereby.

**12.7 Right of Information**

Each Party shall have the right, upon reasonable notice, to inspect and examine, during normal business hours, any of books or accounts, records and reports of the Company, and to discuss the affairs and accounts of the Company with the Managing Director.

## 13 Term and Termination

13.1 This Agreement shall continue in force until terminated as provided herein.

13.2 This Agreement may be terminated by the Parties' mutual written agreement or pursuant to the provisions of Clause 4.5, and shall terminate automatically without further action by the remaining Party on such date as all of the Shares are owned by one (1) Party either directly or through its Affiliate.

13.3 This Agreement shall terminate forthwith if the Company enters into liquidation.

13.4 Each Party ("**Non-Defaulting Party**") shall have the right to terminate this Agreement by notice in writing ("**Termination Notice**") to the other Party ("**Defaulting Party**"), if one of the following events occurs (each an "**Event of Default**"):

(a) The Defaulting Party commits a material breach of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy the breach within sixty (60) days of being specifically required in writing so to do by the Non-Defaulting Party:

(b) There is an Insolvency Event with respect to the Defaulting Party;

(c) There is a Change of Control of Kyaw Maw 19; or

(d) Any event occurs which under the laws of any country has an analogous effect on the Defaulting Party to any of the events referred to above.

13.5 Consequences of Termination

(a) If the Defaulting Party is Sing Khon, Sing Khon shall purchase from Kyaw Maw 19 all of the Shares owned by Kyaw Maw 19 at the amount of the Book Value per Share.

(b) If the Defaulting Party is Kyaw Maw 19, Kyaw Maw 19 shall transfer all of Shares owned by it to Sing Khon at no cost.

(c) If the Defaulting Party is Mr. Prapol or Mr. Kawee, Mr. Prapol or Mr. Kawee (as the case may be) shall transfer all of Shares owned by him to Sing Khon at no cost.

## 14 Miscellaneous

### 14.1 Inconsistencies and Conflict with Articles

In the event that there is any inconsistency or conflict between this Agreement and the Articles, the Parties agree to interpret such Articles and to take such action as is reasonably necessary (including but not limited to amending such Articles), so as to conform such Articles to the provisions of this Agreement and, to the fullest extent possible, to effect the original intent of the Parties as evidenced by this Agreement and as allowed by applicable law.

### 14.2 Force Majeure

Notwithstanding anything to the contrary herein set forth, the Parties agree that neither Party shall have any liability to the other, or Persons claiming by, through or under the other, for or with respect to any losses, damages, fines, fees, penalties or other costs or expenses of any kind or description, arising out of or resulting from causes beyond such Party's reasonable control (i.e., events of Force Majeure), including without limitation acts of God, fire, flood, severe weather, explosions, epidemics, quarantines, embargoes or similar international sanctions, strikes or labor disputes, acts of sabotage, acts of terrorism, riots, insurrection, wars (whether or not declared), acts of a civil or military authority, or material changes in laws, regulations or the business or political landscape in which the Parties or the Company operate.

### 14.3 Amendments and Modifications

This Agreement shall not be modified, amended or changed in any respect except in a writing duly signed by the Parties hereto, and each Party hereby waives any right to amend this Agreement in any other way.

### 14.4 No Waiver

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

### 14.5 Severability

Should any part of this Agreement be declared illegal or unenforceable, the Parties will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions declared (by any of the Parties) shall be one expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

### 14.6 Assignment

Save with the prior written consent of Sing Khon, Kyaw Maw 19 shall not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in

respect of its rights or obligations under this Agreement, other than an assignment or transfer to a third party pursuant to the terms and conditions hereof and/or as expressly contemplated herein. Subject to the foregoing, this Agreement shall apply to and be binding in all respects upon and inure to the benefit of the successors and permitted assigns of Kyaw Maw 19.

14.7 **Notices**

All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery, when delivered by hand, or (ii) four (4) Business Days after being placed for shipment with an internationally recognized overnight delivery service (e.g., DHL, FedEx, UPS, etc.), shipping and handling prepaid, and addressed to the recipient Party's address set forth below, or such other address as either Party may notify the other in writing from time to time:

**Sing Khon**
**Address:** 69 Ramkhamhaeng Rd., Huamark, Bangkapi, Bangkok 10240 Thailand
**Attention to:** Mr. Prapol Phornprapha

**Kyaw Maw 19**
**Address:** No 96 , Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar

**Mr. Prapol Phornprapha**
**Address:** 69 Ramkhamhaeng Rd., Huamark, Bangkapi, Bangkok 10240 Thailand

**Mr. Kawee Nganthavee**
**Address:** No. 25/2 Soi Phasuk, Chaofa Road, Talad Nua, Muang, Phuket 83000

14.8 **Governing Law**

This Agreement is governed by and shall be construed in accordance with the law of Singapore, exclusive of conflicts of laws principles.

14.9 **Dispute Resolution**

14.9.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary. ("**TAI Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

14.9.2 The arbitration tribunal ("**Tribunal**") shall consist of (i) one (1) arbitrator for any claim less than USD100,000 as nominated and agreed by the Parties; or (ii) three (3) arbitrators for any claim more than USD100,000, where Sing Khon and Kyaw Maw 19 shall select one (1) arbitrator each and the two so selected shall select a third arbitrator who shall be the presiding arbitrator of the Tribunal. If within fourteen (14) calendar days of a request from the other Party to do so a Party fails to nominate or agree on an arbitrator, or if the two arbitrators fail to nominate the third arbitrator within fourteen (14) calendar days after the appointment of the second arbitrator, the appointment shall be made, upon request of a Party, by the Thai Arbitration Institute, Office of the Judiciary in accordance with the TAI Rules. Any award of the Tribunal ("**Award**") shall be made in writing and shall be final and binding upon the Parties from the day it is made. The Parties undertake to carry out the Award without delay.

14.9.3 The seat of arbitration shall be Thailand, and the language of arbitration shall be English.

14.9.4 The Parties waive any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The Parties shall not be deemed, however, to have waived any right to challenge any Award on the ground that the Tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the Tribunal, the proceedings or the Award to the extent allowed by the law of the seat of arbitration. Nothing in this Clause shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

14.10 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

14.11 **Further Assurances**

Each Party will use reasonable endeavors and take all practicable steps, including, without limitation, the exercise of votes it directly or indirectly controls at meetings of the Board and/or Shareholders, to ensure that the terms of this Agreement and the Articles are complied with, and to do all such other acts and things as may be necessary or desirable to effect this Agreement.

14.12 **Titles and Captions**

All section titles or captions contained in this Agreement are for convenience only, and shall not be deemed to be part of the context or otherwise affect the interpretation of this Agreement.

14.13 **Entire Agreement**

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements with respect to such subject matter.

14.14 **Survival**

The provisions of Clauses 4.6, 12.2, 12.3 shall survive the termination of this Agreement.

14.15 **Costs**

Except where this Agreement or the relevant document provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to herein.

IN WITNESS WHEREOF the Parties have made and entered into this Agreement as of the day and year first above written.

**Sing Khon**

Name: Mr. Prapol Phornprapha

Title: Authorized Representative

**Mr. Prapol Phornprapha**

**Mr. Kawee Nganthavee**

**Kyaw Maw 19**

Name: Mr. Kyaw Min Lwin

Title: Authorized Representative

**WITNESS**

Name: Ms. Kantaros Poonkaew

**WITNESS**

Name: Mr. Prommest Khunakornweerakul

VDB | *Loi*

**Annex A**

# THE MYANMAR COMPANIES ACT
# PRIVATE COMPANY LIMITED BY SHARES
# Memorandum of Association
# OF Green Palm Oil Plantation Limited

I. The name of the Company is Green Palm Oil Plantation Limited.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is divided into 2 (two) classes of shares:

A. Ordinary Shares
USD 950,000 (Nine Hundred Fifty Thousand USD Only) divided into 9,500 (Nine Thousand) shares of USD 100 (One Hundred USD Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

B. Preferred Shares
USD 50,000 (Fifty Thousand USD Only) divided into 500 (Five Hundred) shares of USD 100 (One Hundred USD Only) each with no voting rights for any matters in any General Meeting and no right to dividend, but which share entitles the owner to:

(1) Repayment of the paid up capital, and if applicable, a sum representing retained earnings of the company with a maximum amount of 10,000 USD (Ten Thousand USD only), pursuant to a redemption of shares by the Company. The Company may redeem shares at its sole discretion;

(2) Repayment of paid up capital, and if applicable, a sum representing retained earnings of the company with a maximum amount of 10,000 USD (Ten Thousand USD only), pursuant to winding up of the Company;

The nominal thresholds stated in point (1) and (2) are not cumulative.

VI. The Objective for which the company is established are:

To cultivate oil palm nursery, operate oil palm plantation and sale of the oil palm fruit

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

# THE MYANMAR COMPANIES ACT
# PRIVATE COMPANY LIMITED BY SHARES
# Articles of Association
# OF GREEN PALM OIL PLANTATION LIMITED

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

## PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -
   (a) The number of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.
   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

## CAPITAL AND SHARES

3. The authorized capital of the Company is divided into 2 (two classes) of shares:

   A. Ordinary Shares
   USD 950,000 (Nine Hundred Fifty Thousand USD Only) divided into 9,500 (Nine Thousand) shares of USD 100 (One Hundred USD Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

   B. Preferred Shares
   USD 50,000 (Fifty Thousand USD Only) divided into 500 (Five Hundred) shares of USD 100 (One Hundred USD Only) each with no voting rights for any matters in any General Meeting and no right to dividend, but which share entitles the owner to:
   (1) Repayment of the capital paid up capital, and if applicable, a sum representing retained earnings of the company with a maximum amount of 10,000 USD (Ten Thousand USD only), pursuant to a redemption of shares by the Company. The Company may redeem shares at its sole discretion;
   (2) Repayment of paid up capital, and if applicable, a sum representing retained earnings of the company with a maximum amount of 10,000 USD (Ten Thousand USD only), pursuant to winding up of the Company;
   The nominal thresholds stated in point (1) and (2) are not cumulative.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal

representative of a deceased member shall be recognized by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

**DIRECTORS**

7. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than 3 (three) and not more than 5 (five).
   The First Directors shall be:-
   1. Ms. Prathama Phornprapha
   2. Mr. Prapol Phornprapha
   3. Mr. Kawee Nganthavee

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

**PROCEEDINGS OF DIRECTORS**

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, if the number of directors is less than or equal to 3 (three), 2 (two) shall form a quorum and if the number of directors is more than 3 (three), 3 (three) directors shall form a quorum. Each director, including the Chairman, shall be entitled to 1 (one) vote on each matter submitted to a vote at a meeting of the Board. The vote of a simple majority of the directors at a meeting of the Board at which a quorum is present shall be and constitute the act of the Board, and shall be required with respect to the transaction of all matters before the Board. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

**POWERS AND DUTIES OF DIRECTORS**

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed ·upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf:

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think

fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal by-laws for the regulation of the business of the Company, the officers, servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

## GENERAL MEETINGS

15. A general meeting shall be held within 18 (eighteen) months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) No business shall be transacted at any general meeting unless a quorum of ordinary shareholders / members is present at the time when the meeting proceeds to business, save as herein otherwise provided no holders of preferred shares/ members will have voting rights and member holding 50 (fifty) percent of the issued shares capital (not less than two members) personally present or by proxy, shall form a quorum for all purposes.

Should there be no quorum at a duly called meeting, the meeting will be deemed dissolved and the Chairman shall call a general meeting within 7 (seven) calendar days following the meeting at which a quorum was not present. The presence in person or by proxy of shareholders holding 25 (twenty five) percent of the issued shares capital shall constitute a quorum for such subsequent general meeting.

## DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits. Holders of preferred shares are not entitled to any dividends in any distribution in accordance to law.

## OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

## ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;
(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors at office hours.

**AUDIT**

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

**NOTICE**

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

**THE SEAL**

22. The Directors shall provide for the safe custody of the seal and the seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the seal is affixed.

**INDEMNITY**

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act, 1914 the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

**WINDING-UP**

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting. However, ordinary shares will have preference in event of liquidation, in that they must recoup capital before holders of preferred shareholders are entitled to a draw.

## Annex B

## Special Resolutions and Extraordinary Resolutions

Any decision relating to any of the following matters shall be valid with the affirmative vote of Shareholders holding not less than *seventy-five percent (75%)* of the issued and outstanding Ordinary Shares or the issued and outstanding Preferred Shares (as the case may be):

### SPECIAL SHAREHOLDER RESOLUTIONS

1. Change of name (s.11.4), subject to written approval from the President of the Union of Myanmar;

2. Change the objects of the company as stated in its memorandum, including (s. 12.1);
   (a) to carry on its business more economically or more efficiently;
   (b) to attain its main purpose by new or improved means;
   (c) to enlarge or change the local area of its operations;
   (d) to carry on some business which under existing circumstances may conveniently or advantageously be combined with the business of the company;
   (e) to restrict or abandon any of the objects specified in the memorandum;
   (f) to sell or dispose of the whole or any part of the undertaking of the company; or
   (g) To amalgamate with any other company or body of persons.

3. Amend the articles of the company (s.20.1);

4. Reorganization of share capital by consolidation of shares in different classes or by the division of shares into shares of different classes (s. 54), subject to confirmation by the court;

5. Reduce its share capital (s. 55.1; r. 44A Table A), subject to confirmation by the court, if so authorized by its articles, for any purpose, including to;
   (a) extinguish or reduce the liability on any of its shares in respect of share capital not paid up; or
   (b) either with or without extinguishing or reducing liability on any of its shares, cancel any paid-up share capital which is lost or unrepresented by available assets; or
   (c) either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the company, and may, if and so far as is necessary, alter its memorandum by reducing the amount of its share capital and of its shares accordingly;

6. Determine that any portion of its share capital which has not been already called up shall not be capable of being called up, except in the event and for the purposes of the company being wound up (s.69);

7. Provide, if so authorized by its articles that the liability of its directors or of any director is rendered unlimited (s.71.1);

8. Approval of the assignment of an office of a director or a manager where there is a provision in the company articles or an agreement entered into between the person and the company (s.86B);

9. Determining any additional or other remuneration for a "managing agent" (other than a fixed percentage based on net profit) (s.87C);

10. Authorization of payment of interest on capital (where any shares of a company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period) (s.107);

11. Appointment of inspectors for the company (s.142.1);

12. Decide that the company should be wound up by the court (s.162) or voluntarily (s.203)

13. Authorize the liquidator to transfer the company's business or property in whole or in part for a consideration in shares in another company (s.208C.1);

14. Issuing shares in the company with preferred, deferred or other special rights, or restrictions, regarding to dividend, voting, return of share capital, or otherwise (r.3 Table A);

**EXTRAORDINARY SHAREHOLDER RESOLUTIONS**

1. Remove directors (whose period of office is liable to determination at any time by retirement of directors in rotation, before the expiration of his period of office). The company may by extraordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last elected a director (r.86 Table A). A director so removed shall not be reappointed a director by the board of directors (s.86G);

2. Resolve that the company cannot by reason of its liabilities continue its business, and that it is to wind up (s.203.3);

3. For a company that is about to be wound up, confirm an arrangement with its creditors (such arrangement is binding upon the creditors if the arrangement is acceded to by three-fourths in number and value of the creditors) (s.215.1);

4. Authorize the liquidator, with the sanction of the court when the company is being wound up by the court or subject to the supervision of the court, to pay classes of creditors, conclude compromises with creditors, and settle claims for calls and debts (s. 234.1);

5. Direct the way in which the documents of the company will be disposed of in case the company is dissolved (s.242.1);

6. Changing the rights attached to classes of shares (r.4 Table A) (with the consent in writing of the holders of three-fourths of the issued shares of that class, or with an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. The rules for general meetings apply, but the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class).

REPUBLIC OF THE UNION OF MYANMAR

**PASSPORT**



Type
PJ

Country code
MMR

Passport No
MA149745

Name
KYAW MIN LWIN

Nationality
MYANMAR

Date of birth
19 JUL 1965

Sex
M

Place of birth
YANGON

Date of issue
18 FEB 2016

Authority
ME, BA

Date of expiry
17 FEB 2021

Holder's signature



PJMMRKYAW<MIN<LWIN<<<<<<<<<<<<<<<<<<<<<<<<<<<

MA149745<0MMR6507198M2102171<<<<<<<<<<<<<<<2

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FEE PAID

หนังสือเดินทางเล่มนี้ มี ๖๖ หน้า
This passport contains 66 pages

Passport No.
AA3595147

บันทึก
ENDORSEMENTS

Endorsement No. 7733/2567

The holder has previously travelled on Passport No. I890051 issued at Bangkok on 8 APR 2010 which has been cancelled and returned to the holder.

Done at

CERTIFIED TRUE COPY

Thailand

PASSPORT
หนังสือเดินทาง

Type / ประเภท: P
Country Code / รหัสประเทศ: THA
Passport No. / หนังสือเดินทางเลขที่: AA3595147

Surname / นามสกุล
NGANTHAVEE

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. KAWEE

Name in Thai / ชื่อภาษาไทย
นาย กวี งานทวี



Nationality / สัญชาติ: THAI
Date of birth / วันเกิด: 03 NOV 1970
Identification No. / เลขประจำตัวประชาชน: 3839900426573

Sex / เพศ: M
Height / ส่วนสูง: 1.75
Place of birth / สถานที่เกิด: PHUKET

Date of issue / วันที่ออก: 27 OCT 2014
Issuing Authority / ออกให้โดย: MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ: 26 OCT 2019
Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THANGANTHAVEE<<KAWEE<<<<<<<<<<<<<<<<<<<<<<<

AA35951476THA7011030M1910267383990042657 3<70

3

AA3022604

Passport No.

AA3022604

หนังสือเดินทางฉบับนี้ มี 66 หน้า
This passport contains 66 pages

รายการบันทึก
ENDORSEMENTS



Thailand

PASSPORT
หนังสือเดินทาง

Type / รหัส: P
Country Code / ประเทศ: THA
Passport No. / หนังสือเดินทางเลขที่: AA3022604

Surname / นามสกุล
PHORNPRAPHA

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. PRAPOL

Name in Thai / ชื่อภาษาไทย
นาย ประพล พรประภา



Nationality / สัญชาติ: THAI
Date of birth / วันเกิด: 14 NOV 1973
Identification No. / เลขประจำตัวประชาชน: 3100700116463

Sex / เพศ: M
Height / ส่วนสูง: 1.77
Place of birth / สถานที่เกิด: BANGKOK

Date of issue / วันที่ออก: 19 JUN 2014
Issuing Authority / ออกให้โดย: MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ: 18 JUN 2019
Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THAPHORNPRAPHA<<PRAPOL<<<<<<<<<<<<<<<<<<<<<

AA30226047THA7311143M1906187310070011 6463<06

# SUPPLEMENTAL AGREEMENT

to the Joint Venture Agreement dated 22 May 2017

Between

**Sing Khon Palm Oil Pte. Ltd.**

**Mr. Prapol Phornprapha**

**Mr. Kawee Nganthavee**

And

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

**28 March 2018**

CHARIN associates

Charin & Associates Limited
16th Floor Unit 1609-1610, Park Ventures Ecoplex
57 Wireless Road, Lumpini, Pathumwan
Bangkok 10330 Thailand

**This Supplemental Agreement** (the "**Supplemental Agreement**") is made on the 28th day of March, 2018, between:

**PARTIES**

**Sing Khon Palm Oil Pte. Ltd.**, a company incorporated under the laws of Singapore and having its registered office at 1003, Bukit Merah Central #06-39, Singapore 159836 ("**Sing Khon**");

**Mr. Prapol Phornprapha**, residing at No. 102, Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand ("**Mr. Prapol**");

**Mr. Kawee Nganthavee**, residing at No. 25/2, Soi Phasuk, Chaofa Road, Talad Nua, Muang, Phuket, 83000 Thailand ("**Mr. Kawee**"); and

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**, a company incorporated under the laws of Myanmar and having its registered office at No. 96, Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Township, Yangon, Myanmar ("**Kyaw Maw 19**"),

Sing Khon, Mr. Prapol, Mr. Kawee and Kyaw Maw 19 are hereinafter collectively referred to as the "**Parties**" or the "**Shareholders**", and each individually referred to as a "**Party**" or "**Shareholder**", including its successors in title, permitted assigns and permitted transferees.

**RECITALS**

(A) Sing Khon, Mr. Prapol, Mr. Kawee and Kyaw Maw 19 have previously entered into the joint venture agreement dated 22 May 2017 (the "**JVA**") relating to the ownership and operation of Green Palm Oil Plantation Company Limited upon the terms and subject to the conditions of the JVA.

(B) The Parties therefore have agreed to make amendments to the JVA on the terms and subject to the conditions of this Supplemental Agreement which is supplemental to the JVA.

**IT IS AGREED**

**1 Definitions and Interpretation**

1.1 Unless defined herein otherwise, the terms and definitions set forth by the JVA shall have the same meaning under this Supplemental Agreement.

In addition, in this Supplemental Agreement:

"**Land No. 1**" means the lands on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 the Land Concession as detailed in Schedule 1 and indicated as "Layout of Land No. 1";

"**Land No. 2**" means the lands on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 the Land Concession as detailed in Schedule 2 and indicated as "Layout of Land No. 2";

"**Land No. 3**" means the lands on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 the Land Concession as detailed in Schedule 3 and indicated as "Layout of Land No. 3"; and

"**Future Land(s)**" means any other land(s) (save for Land No. 1, Land No. 2, and Land No. 3) on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 any Land Concession.

1.2 This Supplemental Agreement is deemed to be an integral part of the JVA. Except as expressly set out herein, the JVA shall continue in full force and effect in accordance with its terms, provisions and conditions. In case of any contradiction between the Supplemental Agreement and the JVA, the provisions of the Supplemental Agreement shall apply and prevail that of the JVA.

**2 Amendments to the Joint Venture Agreement**

Clause 6.4 (c) of the JVA be and is hereby amended with effect from the date of this Supplemental Agreement by the deletion of the paragraph in its entirety and the insertion of the following in substitution therefor:

"(c) Land Concession to be transferred or subleased to the Company in accordance with Clause 4.4.2, whereby Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 agrees to be bound and comply with the following terms and conditions:

(i) in case where the Land Concession for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) is granted to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall transfer the Land Concession to the Company to the extent as permitted by Myanmar laws;

(ii) in case the Land Concession cannot be transferred to the Company under paragraph (i) above, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 (as the case maybe) shall sub-lease each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) to the Company, in compliance with the following the terms and conditions:

(a) term of lease for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) shall be the same term of the Land Concession including any renewal thereof for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) to the extent permitted by Myanmar laws;

(b) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 complies with all applicable conditions and laws to ensure the Land Concession remains valid; and

(c) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 agrees to take all actions (including but not limited to properly register the sub-lease agreement with the Relevant Authorities) to effectuate such sub-lease agreement in full force and effect.

(iii) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be entitled to the initial concession fee for the transfer of Land Concession or initial sublease fee for the sublease (as may be applicable) which shall be calculated by USD243 per an acre based on the lesser of (i) the actual land area being sub-leased to the Company; or (ii) the land area specified in each Land Concession (the "**Initial Fees**");

(iv) The Initial Fees shall be paid upon completion of the following milestones, unless otherwise waived by the Company:

| Milestone of Payment | Proportion of Initial Fees | | |
|---|---|---|---|
| | Land No. 1 | Land No. 2 | Land No. 3 |
| **Deposit** | 5% | 5% | 5% |
| **Upon obtaining the Land Concession and entering into a sub-lease agreement** | 95% | 70% | 70% |
| **Upon obtaining MIC Approval for sub-lease agreement** | - | 25% | 25% |

(v) Kyaw Maw hereby acknowledges that the Deposit as stipulated under the table relating to Initial Fees for Land No. 1, Land No. 2, and Land No. 3 and part of the Initial Fees payable upon obtaining the Land Concession and entering into a sub-lease agreement as stipulated under the table relating to Initial Fees for Land No. 1 has been fully paid by the Company to Kyaw Maw 19.

In this regard, in case the Land Concession for Land No. 2 and/or Land No. 3 are not obtained or the sub-lease agreement for Land No. 2 and/or Land No. 3 are not entered into within 3 years from the date of approval of the sub-lease agreement by the MIC for Land No. 1 or the Company deems that it is unlikely that the Land Concession for Land No. 2 and/or Land No. 3 can or will be obtained or the sub-lease agreement for Land No. 2 and/or Land No. 3 can or will be entered into, Kyaw Maw 19 shall be obligated to promptly return or to promptly procure an Affiliate of Kyaw Maw 19 to return to the Company the deposit for Land No. 2 and/or Land No. 3 within thirty (30) days after its receipt of a written notice from the Company.

(vi) It is agreed by the Parties that the Initial Fees are paid or will be paid based on the assumption that terms of concession under the Land Concession or sublease under the sublease agreement and any extension or renewal thereof being valid and can be utilized by the Company for 70 years. In this connection, to the extent that the actual term is shorter than 70 years for whatsoever reasons, Kyaw Maw 19 and an Affiliate of Kyaw Maw 19 shall return the Initial Fees to the Company immediately for the portion that the Company not being able to utilize; provided that such returned amount shall be equivalent to the following formula:

(the total Initial Fees ÷ 70 years) × (70 years - numbers of years that have been utilized);

(vii) It is further agreed by the Parties that the Company shall be responsible for and make due and timely payment of commercial taxes that may be levied or assessed upon the Initial Fees whilst Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be responsible for and make due and timely payment of withholding taxes that may be levied or assessed upon the Initial Fees to the Relevant Authorities in Myanmar;

(viii) In addition to the Initial Fees, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be entitled to charge the Company for the annual land tax paid to the Relevant Authorities as required by Myanmar laws; provided, however, that (i) the annual land tax the Company is obligated to pay to Kyaw Maw 19 or an Affiliate

of Kyaw Maw 19 shall not exceed MMK1,250 or USD1 per an acre as the Company deems appropriate; and (ii) an duly invoice together with an evidence of payment must be issued to the Company for any amount paid for such tax. It is agreed that, in any case, for the first three (3) years of the lease term and every first three (3) years of the renewal or extension of lease term, such land tax shall be waived by Kyaw Maw 19 or an Affiliate of Kyaw Maw 19;

(ix) It is further agreed by the Parties that Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be responsible for and make due and timely payment of commercial taxes and withholding taxes that may be levied or assessed upon the annual land taxes to the Relevant Authorities; and

(x) In case the Land Concession is transferred to the Company or each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) is sub-leased to the Company, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall enter into a service agreement with the Company in compliance with the following terms and conditions:

(a) term of services for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) shall be the same term of the Land Concession or land sub-lease, including any renewal thereof for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) to the extent permitted by Myanmar laws;

(b) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be entitled to the annual service fees which shall be based on the lesser of (i) the actual land area being sub-leased to the Company; or (ii) the land area specified in each Land Concession (the "**Annual Service Fee**");

For the purpose of service agreements, the Annual Service Fee shall be made in either MMK or USD currency as the Company deems appropriate and shall be calculated as follows:

| **Project Lands** | **Service Year** | **Annual Service Fee (an acre per year)** |
|---|---|---|
| **Land No.1, Land No.2, and Land No.3** | Year $4^{th}$ to $6^{th}$ (total: 3 years) | MMK 3,250 or USD 2.4 |
| | Year $7^{th}$ to $9^{th}$ (total: 3 years) | MMK 2,500 or USD 1.85 |
| | Year $10^{th}$ to $50^{th}$ (total: 41 years) | MMK 5,000 or USD 3.70 |

provided, however, that a duly invoice must be issued to the Company. For the avoidance of doubt, it is agreed that, in any case, for the first three (3) years of the service term and every first three (3) years of the renewal or extension of service term, such service fees shall be waived by Kyaw Maw 19 or an Affiliate of Kyaw Maw 19;

(c) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be responsible for and make due and timely payment of commercial taxes and withholding taxes that may be levied or assessed upon the Annual Service Fee to the Relevant Authorities; and

(d) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 complies with all applicable conditions and laws to provide services."

**2 Confirmation and Incorporation**

2.1 Except to the extent supplemented, varied or amended by the provisions of this Supplemental Agreement, the terms and conditions of the JVA are hereby confirmed and shall remain in full force and effect.

2.2 The JVA and this Supplemental Agreement shall be read and construed as one document and this Supplemental Agreement shall be considered to be part of the JVA and, without prejudice to the generality of the foregoing, where the context so allows, all references in the JVA to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar effect, shall be read and construed as references to the JVA as amended, modified or supplemented by this Supplemental Agreement.

2.3 For the avoidance of doubt, nothing in this Supplemental Agreement shall affect any accrued rights or interests of the Parties under the JVA existing immediately prior to the date of this Supplemental Agreement.

**3 Miscellaneous**

**3.1 Amendments and Modifications**

This Agreement shall not be modified, amended or changed in any respect except in a writing duly signed by the Parties hereto, and each Party hereby waives any right to amend this Agreement in any other way.

**3.2 Governing Law**

This Supplemental Agreement is governed by and shall be construed in accordance with the laws of Singapore, exclusive of conflicts of laws principles.

**3.3 Counterparts**

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**3.4 Costs**

Except where this Supplemental Agreement or the relevant document provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Supplemental Agreement and of each document referred to herein.

*[Signature page follows]*

IN WITNESS WHEREOF the Parties have made and entered into this Supplemental_Agreement as of the day and year first above written.

**Sing Khon**
Name: Mr. Prapol Phornprapha
Title: Authorized Representative

**Mr. Prapol Phornprapha**

**Mr. Kawee Nganthavee**

**Kyaw Maw 19**
Name: Mr. Kyaw Min Lwin
Title: Authorized Representative

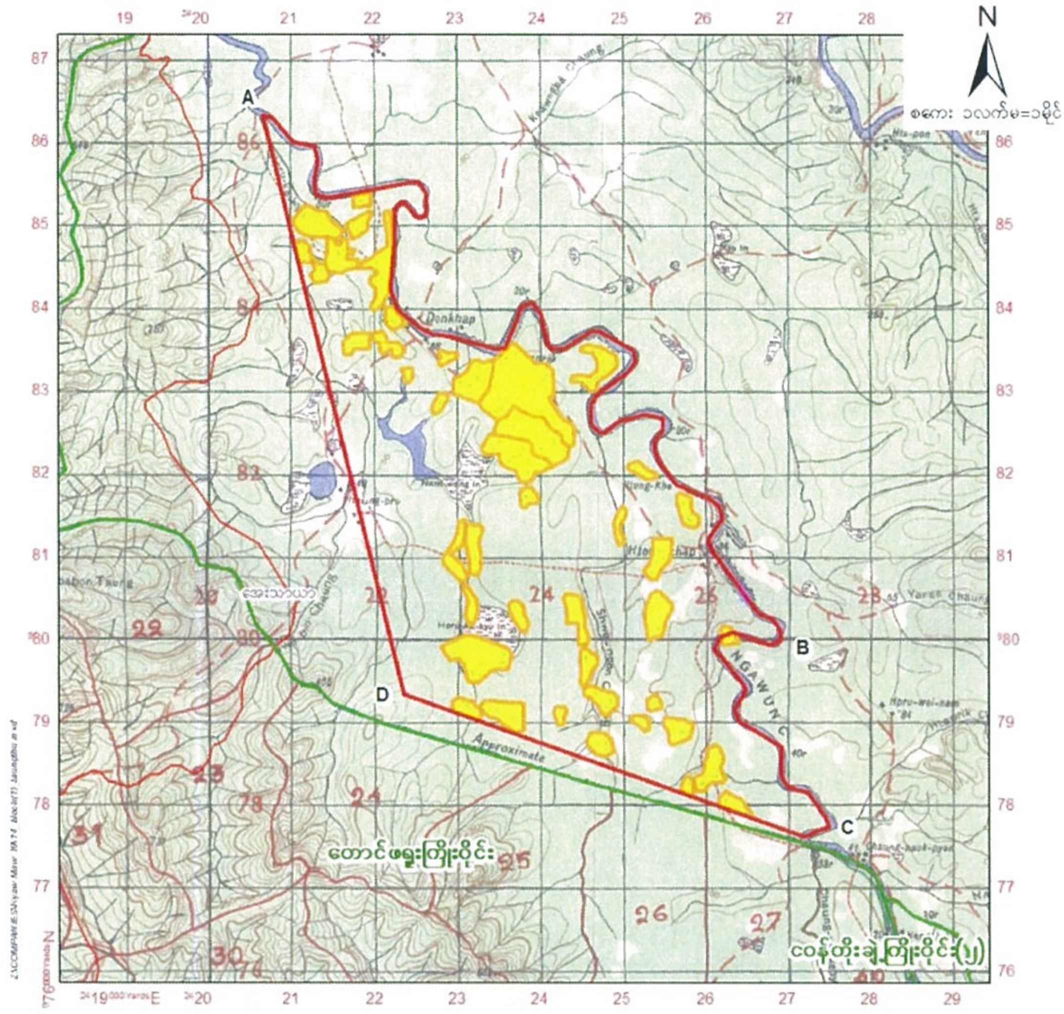
**WITNESS**
Name: Mrs. Angkana Somchue

**WITNESS**
Name: Mr. Prommest Khunakornweerakul

## Schedule 1

### Layout of Land No. 1

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၄၈၆၄)ဧက၏ တည်နေရာပြမြေပုံ




**ရည်ညွှန်းချက်**

| | |
|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | |
| လျှောက်ထားသည့်ဧရိယာ | ၄၈၆၄ ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၉၆၉ ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၃၈၉၅ ဧက |
| လမ်း | |
| မြစ်/ချောင်း | |
| ကျေးရွာ | |

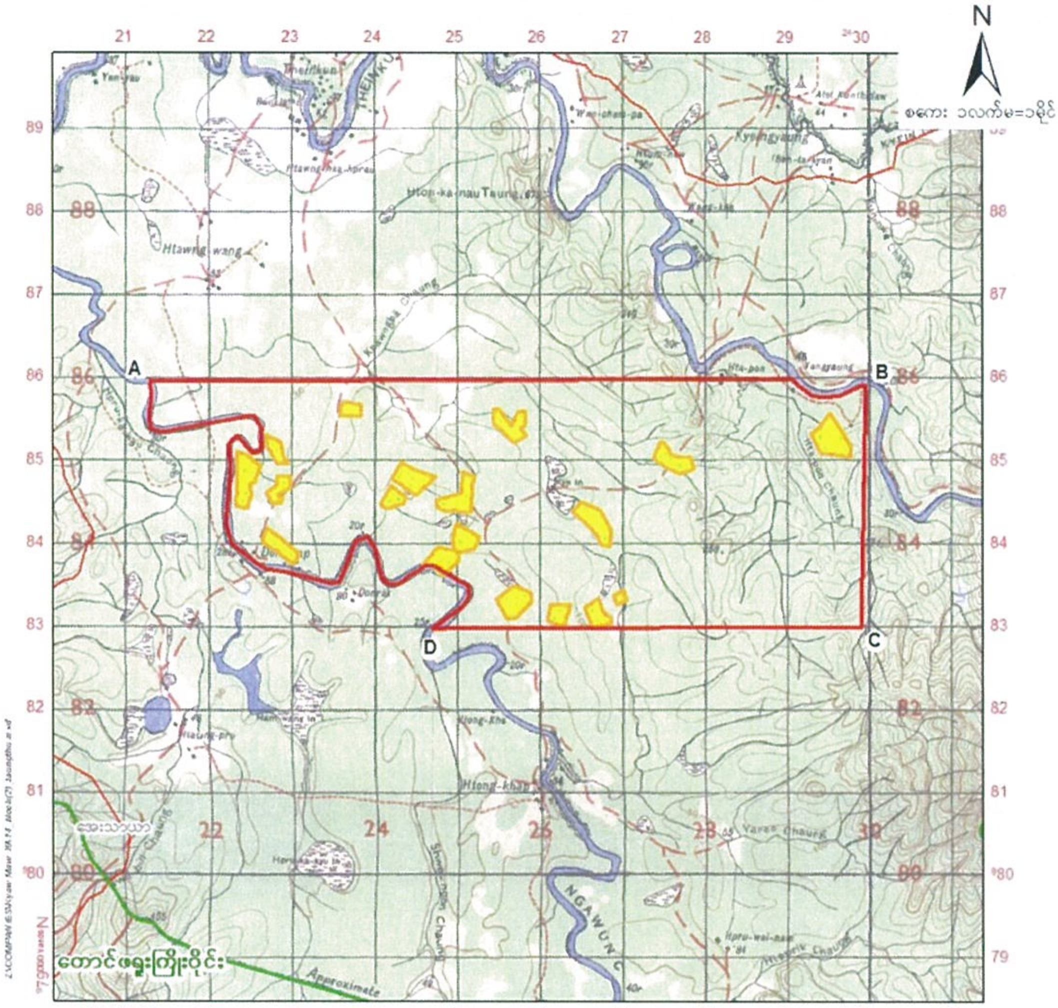
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A - 206864
B - 269800
C - 275777
D - 223793

**Schedule 2**

**Layout of Land No. 2**

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၄၄၀၉)ဧက တည်နေရာပြမြေပုံ




| ရည်ညွှန်းချက် | |
|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | |
| လျှောက်ထားသည့်ဧရိယာ | ၄၄၀၉ ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၂၇၁ ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၄၁၃၈ ဧက |
| လမ်း | |
| မြစ်/ချောင်း | |
| ကျေးရွာ | |

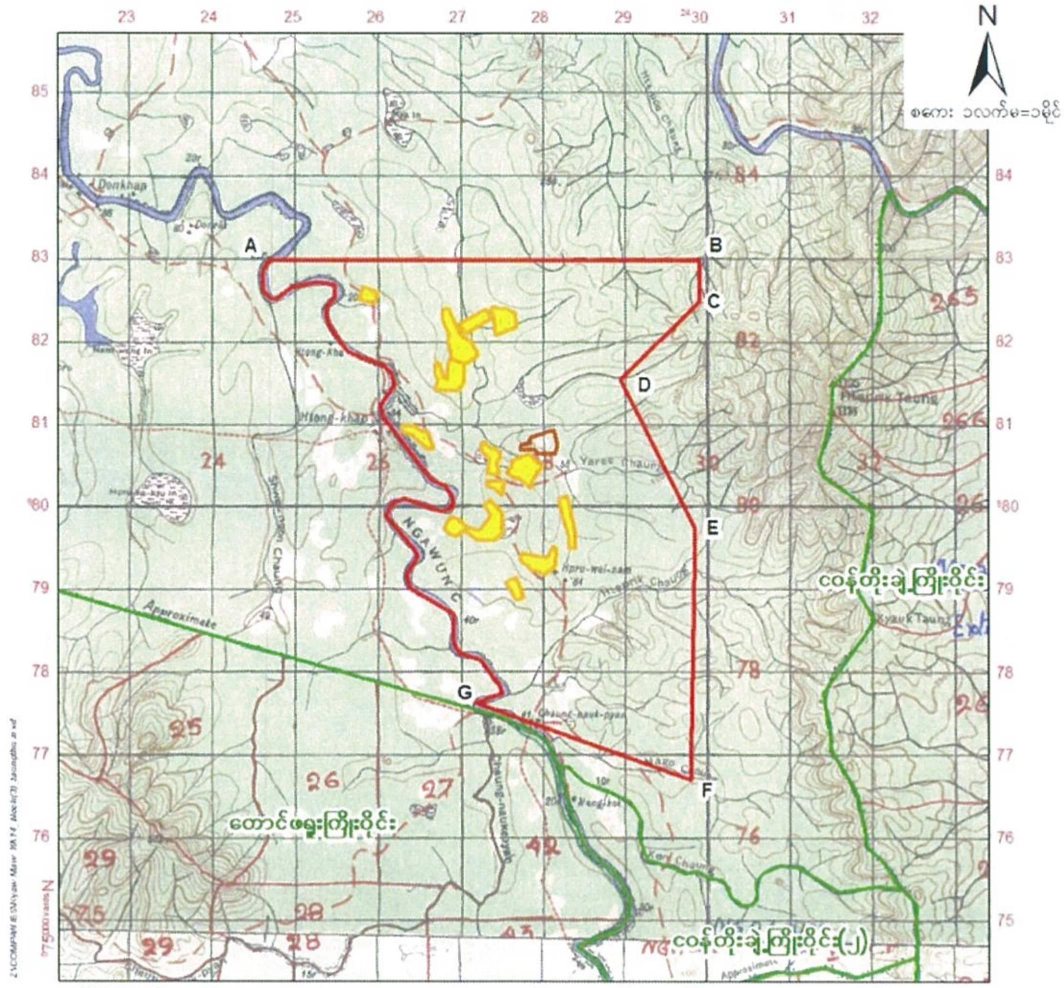
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A - 212860
B - 300860
C - 299830
D - 246830

# Schedule 3

## Layout of Land No. 3

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၃၉၄၅)ဧက၏ တည်နေရာပြမြေပုံ




**ရည်ညွှန်းချက်**

| | | |
|---|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | | |
| လျှောက်ထားသည့်ဧရိယာ | ၃၉၄၅ | ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၁၆၄ | ဧက |
| ဘုန်းကြီးကျောင်းပေါင်း | ၂၀ | ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၃၇၆၁ | ဧက |
| လမ်း | | |
| မြစ်/ချောင်း | | |
| ကျေးရွာ | | |

မြေပုံညွှန်း - 96 M/1

A - 246830
B - 299830
C - 299825
D - 290815
E - 298797
F - 298767
G - 271776

MA 149745

REPUBLIC OF THE UNION OF MYANMAR

**PASSPORT**



*Type*
PJ

*Country code*
MMR

*Passport No*
MA149745

*Name*
KYAW MIN LWIN

*Nationality*
MYANMAR

*Date of birth*
19 JUL 1965

*Sex*
M

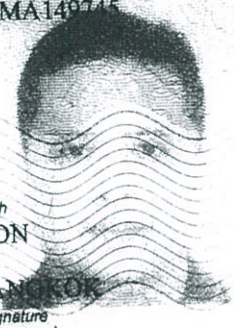
*Date of issue*
18 FEB 2016

*Date of expiry*
17 FEB 2021

*Place of birth*
YANGON

*Authority*
ME, BANGKOK

*Holder's signature*



PJMMRKYAW<MIN<LWIN<<<<<<<<<<<<<<<<<<<<<<<<<<

MA149745<0MMR6507198M2102171<<<<<<<<<<<<<<<2

This passport contains 66 pages

FEE PAID

Passport No.
AA3595147

ENDORSEMENTS

CERTIFIED TRUE COPY

Thailand

PASSPORT
หนังสือเดินทาง

Type / ประเภท
P

Country Code / รหัสประเทศ
THA

Passport No. / หนังสือเดินทางเลขที่
AA3595147

Surname / นามสกุล
NGANTHAVEE

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. KAWEE

Name in Thai / ชื่อภาษาไทย
นาย กวี งานทวี



Nationality / สัญชาติ
THAI

Date of birth / วันเกิด
03 NOV 1970

Identification No. / เลขประจำตัวประชาชน
3839900426573

Sex / เพศ
M

Height / ส่วนสูง
1.75

Place of birth / สถานที่เกิด
PHUKET

Date of issue / วันที่ออก
27 OCT 2014

Issuing Authority / ออกให้โดย
MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ
26 OCT 2019

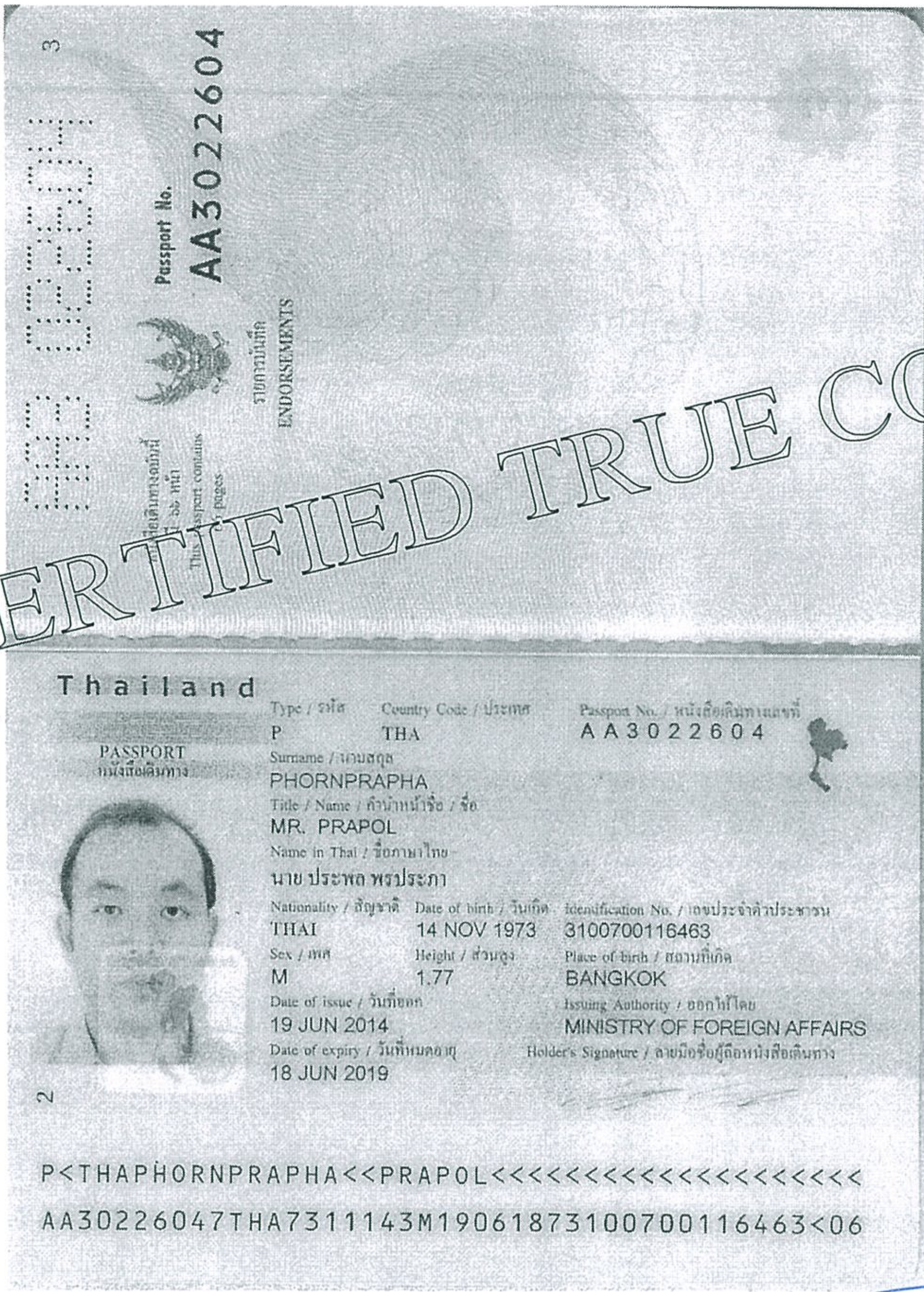
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2

P<THANGANTHAVEE<<KAWEE<<<<<<<<<<<<<<<<<<<<<<<<

AA35951476THA7011030M1910267383990042657 3<70

22/5/2017


3

Passport No.
AA3022604

รายการบันทึก
ENDORSEMENTS

**CERTIFIED TRUE COPY**

Thailand

PASSPORT

Type / รหัส: P
Country Code / ประเทศ: THA
Passport No. / หนังสือเดินทางเลขที่: AA3022604
Surname / นามสกุล: PHORNPRAPHA
Title / Name / คำนำหน้าชื่อ / ชื่อ: MR. PRAPOL
Name in Thai / ชื่อภาษาไทย: นาย ประพล พรประภา
Nationality / สัญชาติ: THAI
Date of birth / วันเกิด: 14 NOV 1973
Identification No. / เลขประจำตัวประชาชน: 3100700116463
Sex / เพศ: M
Height / ส่วนสูง: 1.77
Place of birth / สถานที่เกิด: BANGKOK
Date of issue / วันที่ออก: 19 JUN 2014
Issuing Authority / ออกให้โดย: MINISTRY OF FOREIGN AFFAIRS
Date of expiry / วันที่หมดอายุ: 18 JUN 2019
Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THAPHORNPRAPHA<<PRAPOL<<<<<<<<<<<<<<<<<<<<<

AA30226047THA7311143M1906187310070011 6463<06

# LEASE AGREEMENT

**of**

**Land No. 2**
**(100 Acres)**

**Between**

**Green Palm Oil Plantation Company Limited**

**And**

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

**Dated [●]**

# Table of Contents

This lease agreement (the "**Agreement**") is signed on [●], in [●], by and between:

(i) **Kyaw Maw 19 Enterprise Manufacturing Company Limited** a limited liability company incorporated under the laws of the Republic of the Union of Myanmar, with registered address at No 96, Shwe Yin Aye Kyaing Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar (hereinafter called the "**Lessor**", which includes its successors and assigns); and

(ii) **Green Palm Oil Plantation Company Limited**, a limited liability company incorporated under the laws of the Republic of the Union of Myanmar, with registered address at Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan, Yangon, Myanmar (hereinafter called the "**Lessee**", which includes its successors and assigns).

Reference herein to a "**Party**" shall mean either the Lessor or Lessee individually, and reference to the "**Parties**" shall mean both the Lessor and Lessee together.

**WHEREAS**

A. The Central Committee for Management of Vacant, Fallow and Virgin Land is considering issuing a land concession to the Lessor for thirty (30) years over the land situated at **Plot no**. **2** at Thien Khun Village, Tanintharyi Township, Myeik District, Tanintharyi Region, according to the land documents as detailed **Annex A *(Land Document)*** (the "**Plot no**. **2**"), with an area of approximately 4,138 acres as shown in the Map as detailed in **Annex B *(Map)*** (the "**Land Concession**"). The Lessor agrees to sublease a total of 100 acres of land in Plot no. 2 (the "**Land**") to the Lessee.

B. For and in consideration of the Rent (as defined below) paid and to be paid by the Lessee to the Lessor and the Land to be let by the Lessor to the Lessee, the Parties has agreed that the Lessor shall use its best effort to secure a lease over the Land for the Lessee for a period of seventy (70) years. The Parties therefore agree to enter into this Agreement.

C. Subject to the term of the Land Concession and the terms and conditions of this Agreement, the Lessee wishes to acquire a lease over the Land for a period of thirty (30) years, with the right to renew for at least two (2) addition terms, with each additional term being for a period of (10) years each, for the purposes of constructing and installing any buildings which are necessary for the Lessee's Business on the Land as the Lessee deems appropriate; and the Lessor wishes to lease the Land to the Lessee for a period of thirty (30) years, with a promise to give the Lessor the right to renew for at least two (2) addition terms, with each additional term being for a period of ten (10) years each on the same basis as set out in this Agreement.

**NOW THEREFORE**, the Parties hereby agree as follows:

**SECTION 1. DEFINITIONS AND CONSTRUCTION**

1.1. Unless otherwise expressly provided in this Agreement, when used in this Agreement, each of the following terms shall have the meanings as specified below:

**"Business"** means the investment in oil palm plantation on the land;

"**Force Majeure**" means any event beyond the control of the Lessee and/or the Lessor which prevents a Party from complying with any obligations of this Agreement, including without limitation, natural disasters such as flood, wind, fire, or earth quake, or Government's prohibitions or shut-down, a void of law and order, war, strike, imposition or re-imposition of international sanctions, or any similar incidents or events to those enumerated above, which any one of the Parties to this Agreement cannot with reasonable efforts overcome, and which affects the Lessee's leasehold rights. When such a Force Majeure event happens, within fourteen (14) days after the event, the Lessee shall immediately inform the Lessor in writing of the Force Majeure event, with details as to the cause and nature of the non-performance. Upon receipt of this notice by the Lessor, the Lessee shall not be deemed responsible for any payments under this Agreement for the duration of the Force Majeure event;

**"Lease Term"** has the meaning set forth in Section 4.1 of this Agreement;

"**Leased Area"** means the total of 100 acres of the area being lease to the Lessee as shown on the survey map included at **Annex C** ***(Land Survey Map)***;

"**MIC**" means Myanmar Investment Commission;

**"Upgrade"** has the meaning set forth in Section 4.3 of this Agreement.

**SECTION 2. PURPOSE AND GENERAL CONDITIONS**

2.1. The Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor the Land, on an exclusive basis, free and clear of any claims, rights and encumbrances or encroachments by any third parties, and without any limitation on the Lessee's right to freely occupy and use the Land as it sees fit.

2.2. In case there is any third parties residing on or inhabiting any part of the Land, the Lessor acknowledges and agrees that the resettlement of any third parties residing on or inhabiting any part of the Land and the payment of any compensation due to said third parties is the sole responsibility of the Lessor.

2.3. The Lessee shall have the right to construct and install, whether permanently or temporarily, any buildings or structures which are necessary for the Lessee's Business, including but not limited to, shelters for labors, storages, warehouses, and offices, and the right to restore, replace, or rebuild such buildings or structures on the Land, as the Lessee deems appropriate (the "**Permitted Activities**"). For the avoidance of doubt, during the Lease Term and any renewal thereof, the Lessee shall have and be entitled to the exclusive right to all revenues and benefits arising from the Land as permitted by applicable laws (if any).

2.4. The following conditions shall be conditions precedent to the Lessee's obligations under this Agreement (For the avoidance of doubt, payment of Rent by the Lessee shall not constitute waiver of the following conditions precedent or acceptance that any of the following conditions precedent have been satisfied.):

(a) The truth and accuracy of the Lessor's warranties in Clause 3.1 below;

(b) The Lessor having provided the Lessee with certified copies of board of directors' minutes and resolution authorizing the Lessor to enter into this Agreement;

(c) The Lessee having obtained all necessary governmental and other approvals to acquire a lease over the Land and to conduct the Business and the Permitted Activities on the Land, including (i) MIC's permit on terms satisfactory to the Lessee, and (ii) Myanmar cabinet's approval of the lease hereunder, and (iii) local and other approvals required to engage in the Business and to conduct the Permitted Activities;

(d) The Lessor having obtained all necessary governmental and other approvals or permissions to grant to the Lessee the lease over the Land for the purposes of the Lessee conducting the Business and the Permitted Activities on the Land;

(e) The Lessor having legally paid valid and adequate compensation to any third parties residing on or inhabiting (or having a right to reside on or inhabit) any part of the Land, and the Lessor having provided to the satisfaction of the Lessee documentary evidence of that the said compensation was duly paid;

(f) The lawful eviction and removal of all persons referenced in the above clause 2.4(e) from the Land, and the Lessor having provided to the satisfaction of the Lessee documentary evidence of the lawful eviction and removal of those persons;

(g) The Lessor first handing over to the Lessee possession of all original documents relating to the Land, including (i) the original Land Concession issued by Central Committee for Management of Vacant, Fallow and Virgin Lands for the grant of the Land to the Lessor, (ii) the original of any construction permits and all other authorizations for construction and activities on the Land (if any).

**SECTION 3. WARRANTIES OF THE PARTIES**

3.1. The Lessor represents and warrants the following as of the date of execution of this Agreement:

(a) Capacity. The Lessor has the powers and capacity to enter into this Agreement and to fulfill its obligations under such documents. This Agreement has been duly executed and constitutes a legal, valid and binding obligation for the Lessor, as well as enforceable agreements under its provisions.

(b) Rights of the Lessor with respect to the Land and the Permitted Activities. The Lessor is and will be the sole Land Concession-holder of the Land, and has and will maintain all it current rights over the Land, free and clear from any lien, encumbrance or charge, or any claim from any third party to any right to reside in or inhabit the Land. In this connection, the Lessor represents and warrants that any activities within the scope of the Permitted Activities to be conducted by the Lessee on the Land is in compliance with the applicable laws, rules, and regulations.

(c) No third party claims or rights over the Land. There are no pending or outstanding claims, lawsuits, trials, governmental proceedings or otherwise related to the purpose of this Agreement, which could have an adverse effect on the Land hereby contemplated. No person has a claim, right, option or otherwise over the Land, either directly or indirectly, and the Lessor will not grant rights to the Land to a third party during the Leased Term. There are no restrictions attached to the Land (by way of zoning rules, environmental restrictions, or otherwise) that would prohibit the operation of the Business and the Permitted Activities on the Land by the Lessee; and all requisite permits, authorizations, approvals, no-objection letters have been obtained and are currently valid so as to allow the Business and the Permitted Activities to be smoothly conducted on the Land by the Lessee in any and all aspects.

3.2. The Lessee represents and warrants the following as of the date of execution of this Agreement:

(a) Capacity. The Lessee has the powers and capacity to enter into this Agreement and to fulfill its obligations under such documents. This Agreement has been duly executed and constitutes a legal, valid and binding obligation for the Lessee, as well as enforceable agreements under its provisions.

The Lessee has provided the Lessor with copies of board of directors' minutes and resolution authorizing the Lessee to enter into this Agreement, set-out at (Annex D)

**SECTION 4. LEASE TERM**

4.1. Unless the term of the Land Concession is terminated or expired without any extension or renewal thereof, the term of this Agreement shall commence on the first date of approval of this Agreement by the MIC and continue to be valid until and in effect for a period of thirty (30) years after the first date of approval of this Agreement by the MIC (the "**Initial Lease Period**"), including any extension or renewal thereof to the extent permitted by Myanmar laws.

Upon expiry of the Initial Lease Period and subject to the approval of the MIC, the Lessee shall, at its option, be entitled to renew the lease with the terms and conditions as set out in this Agreement for two (2) additional successive ten (10) years term (the "**Extended Lease Period**").

The Initial Lease Period and the Extended Lease Period in this Clause 4.1 shall constitute the term of this Agreement and shall be referred to in this Agreement as the "**Lease Term**."

4.2. At the end of the Lease Term, the Lessor undertakes that the Lessor shall do all things necessary, including but not limited to, acquire and maintain in full force and effect all authorizations, approvals, license and consents required in or by the applicable laws and regulations, to enable the Lessee to lawfully use the Land for the Business and the Permitted Activities for an additional period of at least twenty (20) years.

4.3. At any time during the Lease Term, if any law, regulation, rule, or practice in Myanmar changes or allows the Land Concession of the Land to be;

a. upgraded or converted or otherwise made into freehold title or an equivalent to freehold title; or

b. upgraded or converted or otherwise made into any title or form/type of land holding which the Lessee reasonably deems to be superior to the current Land Concession of the Land,

(the "**Upgrade**" or "**Upgraded Title**");

then the Lessor shall inform the Lessee of such change and shall procure the Upgrade within six (6) months after the date such law, regulation, rule, or practice came into force.

4.4. At any time during the Lease Term, if the law in Myanmar allows a foreign person to acquire a land concession of any land and/or any land in Myanmar (or acquire the relevant form of ownership or holding attached to the Upgraded Title, if applicable), then the Lessor shall procure

the transfer of the grant of the Land Concession of the Land and/or the Land (or the transfer of the relevant form of ownership or holding attached to the Upgraded Title, if applicable) to the Lessee or such other third party as the Lessee may appoint in its sole discretion; provided that such third party has the legal capacity and can legally hold the grant of the Land Concession of the Land and/or the Land (or hold the relevant form of ownership or holding attached to Upgraded Title, if applicable). The Lessor shall procure the said transfer within one (1) year after the date such law came into force.

4.5. At any time during the Lease Term, upon written request by the Lessee to the Lessor, the Lessor shall procure the transfer of the grant of the Land Concession of the Land and/or the Land (or the transfer of the relevant form of ownership or holding attached to the Upgraded Title, if applicable) to any third party designated by the Lessee; provided that such third party has the legal capacity and can legally hold the grant of the Land Concession of the Land and/or the Land. The Lessor shall procure the said transfer within one (1) year after the date such law came into force.

4.6. The Parties acknowledge that the documents provided by the Lessor under Section 2.4(g) of this Agreement shall be held by the Lessee to secure the Lessee's rights under Sections 4.1 – 4.5 of this Agreement.

**SECTION 5. PAYMENT OF RENT AND ANNUAL LAND TAX**

5.1. RENT

(a) Subject to the completion of Lease Term, the Lessor shall be entitled to the rent (the "**Rent**") for the lease under this Agreement which shall be calculated by USD243 per an acre based the Leased Area being lease to the Lessee.

(b) Unless otherwise waived by the Lessor, the Rent shall be paid upon completion of the following milestones:

| Milestone of Payment | Payment Proportion of Rent |
|---|---|
| **Deposit** (the "**Deposit**") | 5% |
| **Upon obtaining the Land Concession and at the date of execution of this Agreement** (the "**Remaining Rent**") | 95% |

The Lessor hereby acknowledges that the Lessee has paid to the Lessor the Deposit and part of the Remaining Rent at a sum of USD 9,143.55 (nine thousand one hundred and forty-three point five five United States dollars) and the Lessee has received such sum on 12 October 2018.

(c) It is agreed by the Parties that the Rent are paid or will be paid based on the assumption that the term of concession under the Land Concession and this Agreement (including any extension or renewal thereof) being valid and can be utilized by the Lessee for a period of seventy (70) years. In case the Leased Term is shorter than seventy (70) years for whatever reasons, the Lessor shall return part of the Rent to the Lessee immediately for the portion that the Lessor not being able to utilize; provided that such returned amount shall be equivalent to the following formula:

$$(The\ total\ of\ Rent\ \div 70\ years) \times (70\ years\ - numbers\ of\ years\ that\ have\ been\ leased)$$

(d) It is further agreed by the Parties that the Lessee shall be responsible for and make due and timely payment of commercial taxes that may be levied or assessed upon the Rent whilst the Lessor shall be responsible for and make due and timely payment of withholding taxes that may be levied or assessed upon the Rent to the relevant authorities in Myanmar.

5.2. ANNUAL LAND TAX

(a) The Lessor shall be entitled to charge the Lessee for the annual land tax paid to the relevant authorities as required by Myanmar laws (the "**Annual Land Tax**"); provided, however, that: (i) the Annual Land Tax shall not exceed MMK1,250 or USD 1 per an acre as the Lessee deems appropriate; and (ii) a duly invoice together with an evidence of payment of such Annual Land Tax must be issued and presented to the Lessee.

For the avoidance of doubt, the Parties further agree that the Annual Land Tax shall be exempted for three (3) years after the date of approval of this Agreement for the concession term of the Land Concession on the Land granted to the Lessor which has been made available for the Lessee and shall be applied in the fourth ($4^{th}$) year onwards. Notwithstanding the foregoing, in case the concession term of Land Concession on the Land granted to the Lessor which has been made available for the Lessee is extended with approval of the lease by the MIC or any relevant authorities, the Annual Land Tax shall be exempted for three (3) years after the date of approval of such lease for the extended concession term and shall be continually applied in the subsequent fourth ($4^{th}$) year onwards.

(b) It is further agreed by the Parties that the Lessor shall be responsible for and make due and timely payment of commercial taxes and withholding taxes that may be levied or assessed upon the Annual Land Tax to the relevant authorities in Myanmar.

**SECTION 6. LEASE REGISTRATION**

6.1. The Lessor shall arrange and complete the registration of this Agreement with all relevant government authorities, including the MIC, within seven (7) days after the execution of this Agreement. The Lessee agrees to cooperate with the Lessor for any necessary actions to be taken on the part of the Lessee in order to perfect the registration of this Agreement.

6.2. Stamp duty on this Agreement and registration fees to register this Agreement with the Office of Registrar of Deeds will be the responsibility of the Lessee.

Subject to Clause 5.1 and 5.2 of this Agreement, all other tax, duty, levy, including but not limited to income tax from the Rent, shall be the sole liability of the Lessor, and the Lessor shall indemnify and hold harmless the Lessee in respect of such tax, duty, or levy imposed on the Lessee.

**SECTION 7. RIGHTS AND COVENANTS OF THE LESSEE**

7.1. The Lessee shall be entitled to carry out the Business and conduct the Permitted Activities on the Land without interference of the Lessor or any third party.

7.2. If the Lessee wishes to make any material alterations to the Land or buildings on the Land (including the destruction and demolition of any buildings, construction of new buildings), the Lessee shall be entitled to do so as the Lessee sees fit. Without prejudice to the Lessee's right

under this Clause 7.2, the Lessor shall, at the Lessee's request, provide any further written consent (in order to satisfy requirements of authorities or otherwise) and procure any permit or approval from any competent authorities, then the Lessor shall provide such written consent as informed by the Lessee or procure such permit or approval as soon as reasonably possible, but in no case that such written consent shall be later than thirty (30) days after the Lessee sends a written request to the Lessor.

7.3. The Lessee shall have the right to peacefully and exclusively use the Land, to carry out the Business, and to conduct the Permitted Activities during the Lease Term without interference by the Lessor, any parties affiliated with the Lessor, or any third parties, and without any restriction on such rights, to the extent permitted by the grant of Land and the applicable laws.

7.4. The Lessee, in accordance with the provisions of Myanmar Insurance Law of the Republic of the Union of Myanmar, shall pay all types of necessary insurances, and for the purpose of raising financing for the Business, may freely: (a) assign its rights and interests to any insurance claims and/or proceeds to third parties, and (b) grant rights of subrogation to third parties.

7.5. The Lessee shall have the right to transfer or assign this Agreement to any person (including the granting of any security interests or the making of assignments to lenders). The Lessee shall have the right to mortgage, charge or create security over all rights, title and interests which the Lessee may have in the leased interest in the Land, its buildings, and this Agreement.

7.6. The Lessee shall have the right to create one or more sub-leases for any parts of the Land.

7.7. The Lessee shall have the right to grant access, to allow the use by, and to give possession of the Land or specified parts of it to its contractors and sub-contractors for the purposes of the Business and the Permitted Activities.

**SECTION 8. RIGHTS AND COVENANTS OF THE LESSOR**

8.1. In addition to and without limiting its obligations under all other terms of this Agreement and the laws of the Republic of the Union of Myanmar, the Lessor shall during the Lease Term covenant to:

a) Grant and acknowledge the Lessee's right to quiet and peaceful enjoyment of the Land for the Lease Term and without interference or obstruction or encroachments by the Lessor or any other person subject to the provisions of this Agreement;

b) Provide reasonable assistance to the Lessee, with respect to connecting the Land to the electricity in accordance with the applicable law;

c) Provide reasonable assistance to the Lessee, with respect to all governmental and other approvals, consents, non-objection letters and similar matters to be obtained by the Lessee in order that the Lessee shall be able to enjoy its rights and benefits under this Agreement to the extended permitted by the applicable laws;

d) Grant and maintain to the Lessee the full right to sub-lease in accordance with Section 11 of this Agreement, transfer or assign this Agreement or otherwise grant security over its rights under this Agreement, entirely or partially;

e) Acknowledge in writing any security interest or other right created by the Lessee for the benefit of a third party, and recognize and maintain such rights;

f) Ensure that the Land has access to the public road whether directly or through a private road, and that the Lessee is entitled at all times to use such access and enjoy the use of the Land free of charge.

**SECTION 9. TRANSFER OF LAND AND BUILDINGS**

Upon expiry of the Lease Term or upon its termination for any cause, (provided that there has been no transfer under Sections 4.6 or 4.7 of this Agreement), the Lessee will surrender the possession on the Land to the Lessor in such condition as would result from the use of the Land in accordance with the terms of this Agreement within 180 days. The Lessee has the express right to demolish and remove any buildings, fixtures, fittings, movables on the Land at any time.

**SECTION 10. TERMINATION AND EVENT OF DEFAULT**

10.1 This Agreement may be terminated in the following events:

a) In the event that the Lessor breaches any provision of this Agreement, the Lessee may serve notice on the Lessor, providing the Lessor with thirty (30) days to remedy the breach, and should the Lessor fail to remedy that breach on or before expiry of the thirty (30) day period (or should the Lessor become bankrupt, insolvent, enter into liquidation or arrangement or composition for the benefit of the Lessor's creditors or for any other reason or shall suffer any distress or execution to be levied on the Lessor's assets), then the Lessee may elect to terminate this Agreement by further written notice.

b) In the event that the Lessee fails to pay the Rent or the Annual Land Tax , provided that the Lessee's obligations to pay the Annual Rent have not been waived under Section 5.3 of this Agreement or otherwise expressly or implicitly waived or satisfied in advance in accordance with Section 5.3, then the Lessor may serve notice on the Lessee, providing the Lessee with forty-five (45) days to remedy the payment breach, and should the Lessee fail to remedy that payment breach on or before expiry of the forty-five (45) day period, then the Lessor may elect to terminate this Agreement by further written notice.

c) A Force Majeure subsists consecutively for six (6) months unless the Lessee continues to pay Rent in accordance with Section 5.1.

d) Termination of the Agreement with mutual consent of the Parties.

10.2 Any submission to terminate this Agreement by the Lessor shall be effective only after obtaining the approval for the termination from the Myanmar Investment Commission and the cabinet of the Union of Myanmar.

10.3 This Agreement may not be terminated for any causes other than in accordance with this Section 10.1.

10.4 In case of termination of any kind or for any cause, the Lessor shall acquire and accept all rights and liabilities and become the Lessor of any sub-lease which the Lessee has concluded in accordance with this Agreement, without the requirement for any further payments, approvals, assignments or execution of deeds or documents.

10.5 In case of termination of any kind or for any cause, the Lessee shall not be required to pay any further Rent or Annual Land Tax; and in addition, any Rent or Annual Land Tax prepaid by the Lessee for future years, and the Rent or Annual Land Tax for the then current year, shall all be refunded to the Lessee without delay in accordance with Clause 5.1(c), together with any

interest calculated from the time that the termination occurs or is deemed to occur, until the time that all amounts owing to the Lessee are paid, (the "**Calculation Period**"), the interest rate to be based on the average during the Calculation Period of the minimum bank deposit rate as posted on the Central Bank of Myanmar website (http://www.cbm.gov.mm/) applied to the outstanding amount.

**SECTION 11. SUB-LEASE OF THE LAND**

In order to facilitate the Lessee entering into the Business in cooperation with other persons, whether citizens of the Republic of the Union of Myanmar or foreign investors, the Lessee is allowed to create one or more sub-lease for parts or the entire of the Land, provided that such sub-lease are not contrary to any law. The Lessee shall notify the Lessor of the sub-lease agreement within thirty (30) days of execution of the sub-lease agreement, and the Lessor will provide reasonable assistance and cooperation in effecting, perfecting, and registering such sub-leases.

**SECTION 12. TITLE TO MINERAL RESOURCES AND TREASURE**

Any mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Term shall be the property of Government of the Republic of the Union of Myanmar, which shall be at liberty to excavate the aforesaid at any time, provided that the Lessee's rights and interests under this Agreement and the development and the continuance of the Lessee's Business are not in any way adversely affected.

**SECTION 13. NOTICES**

All communications between the parties shall be in writing, in English language, using registered mail, air mail, express mail, telex, email and facsimile, and communicate each other with the following addresses:

To Lessor: Mr. Kyaw Min Lwin
e-mail address: kyawminlwin19@gmail.com and CC to
Mr. Prommest Khunakornweerakul
e-mail address: prommestpk89@gmail.com

To Lessee: Mr. Prapol Phornprapha
*e-mail address*: prapoloh@gmail.com and CC to
Mr. Kawee Nganthavee
*e-mail address:* kawee8899@yahoo.com

If there is any change in the address of either Party, such Party shall inform the other Party immediately.

**SECTION 14. AMENDMENT OF THE AGREEMENT**

This Agreement may only be amended in writing signed by both Parties.

**SECTION 15. CONFIDENTIALITY**

The Parties agree to treat this Agreement including the data, information, documents, plans, correspondent letters and other communications as confidential. The Parties shall make public announcement concerning this Agreement only if disclosure is required by the laws or regulations of the Republic of the Union of Myanmar or other jurisdiction or required to conduct discussions in connection with raising financing for the Business or entering into any sub-lease agreements.

**SECTION 16. LANGUAGE AND COUNTERPARTS**

16.1 This Agreement is made in the English language, which shall prevail over any other languages (including the language of the Republic of the Union of Myanmar) into which this Agreement may be translated.

16.2 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement but all counterparts shall together constitute one and the same instrument.

**SECTION 17. DISPUTE RESOLUTION**

17.1 The Parties shall, in the first instance, use their best efforts to resolve or settle all disputes which may arise out of or in connection with this Agreement through good faith discussions and negotiations between the Parties, which shall be conducted in the English language.

17.2 Notwithstanding Section 17.1, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 17.

17.3 The tribunal shall consist of three (3) arbitrators. Each Party shall appoint one (1) arbitrator, and these two arbitrators shall together appoint the third arbitrator.

17.4 The place of arbitration shall be Singapore and the language of the arbitration shall be English.

17.5 The decision of the arbitrators shall be binding and the losing party shall bear the costs of the arbitration.

**SECTION 18. GOVERNING LAW**

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar.

**SECTION 19. MISCELLANEOUS**

19.1 If any provisions of this Agreement shall be declared invalid, unenforceable or illegal by any court or arbitral tribunal, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

19.2 None of the provisions of this Agreement shall be deemed waived by either Party except when such waiver is given in writing. The failure by either Party to insist upon strict performance of any of the provisions of this Agreement or provided by the law or take advantage of any of its rights under this Agreement or provided by the law, shall not be construed as a waiver of any such provisions or as the relinquishment of any such rights for the future.

In witness thereof, this Agreement is signed on the [●] day of [●], 2018 by:

**Lessor:**

For and on behalf of

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

By: ______________________________

Name: Mr. Kyaw Min Lwin
Date: [●]

**Witness:**______________________________

Name: Mr. Prommest Khunakornweerakul

**Lessee:**

For and on behalf of

**Green Palm Oil Plantation Company Limited**

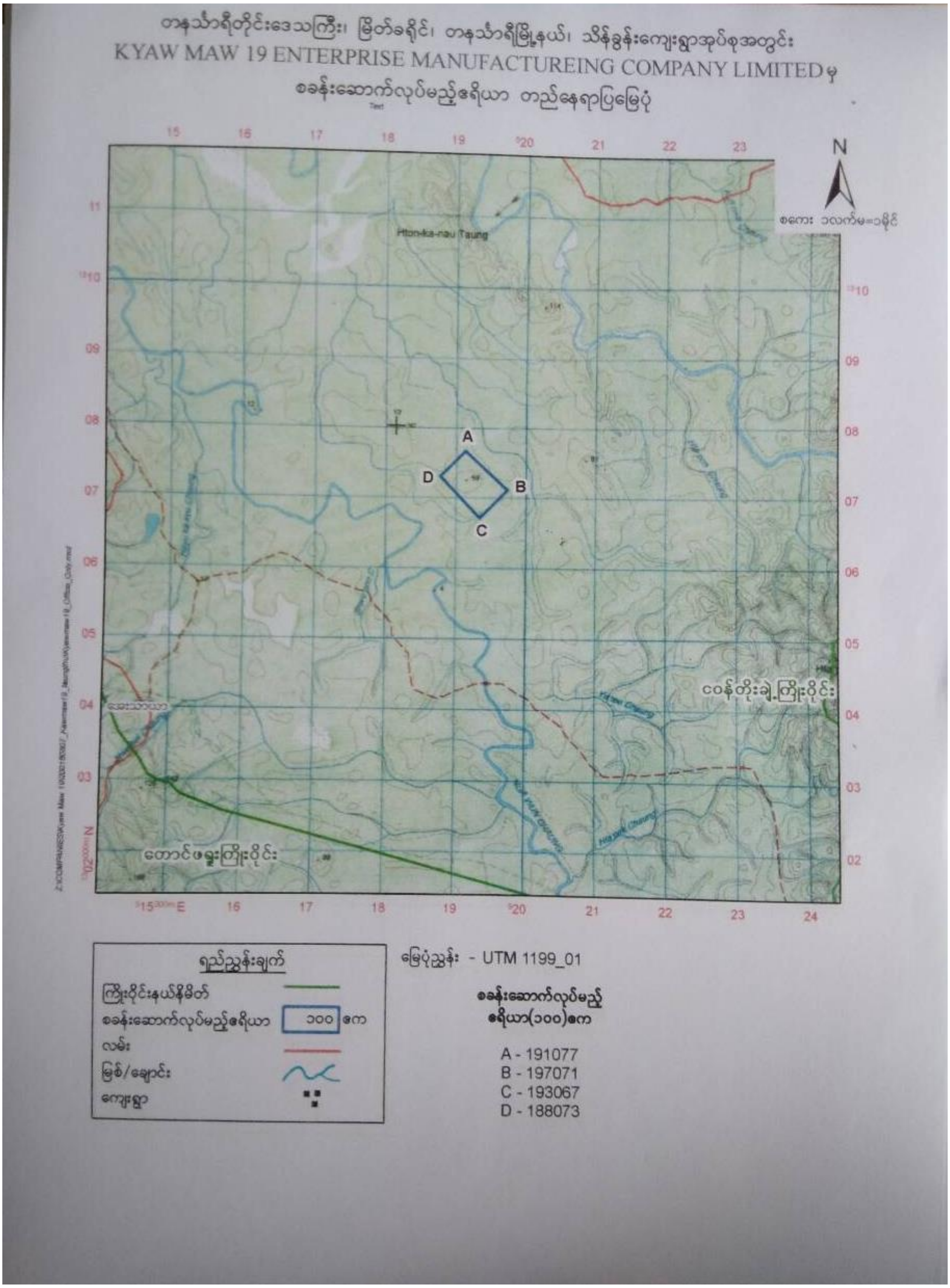
By:______________________________

Name: Mr. Prapol Phornprapha
Date: [●]

**Witness:**______________________________

Name: Mrs. Angkana Somchue

**ANNEX A**
**LAND DOCUMENTS**



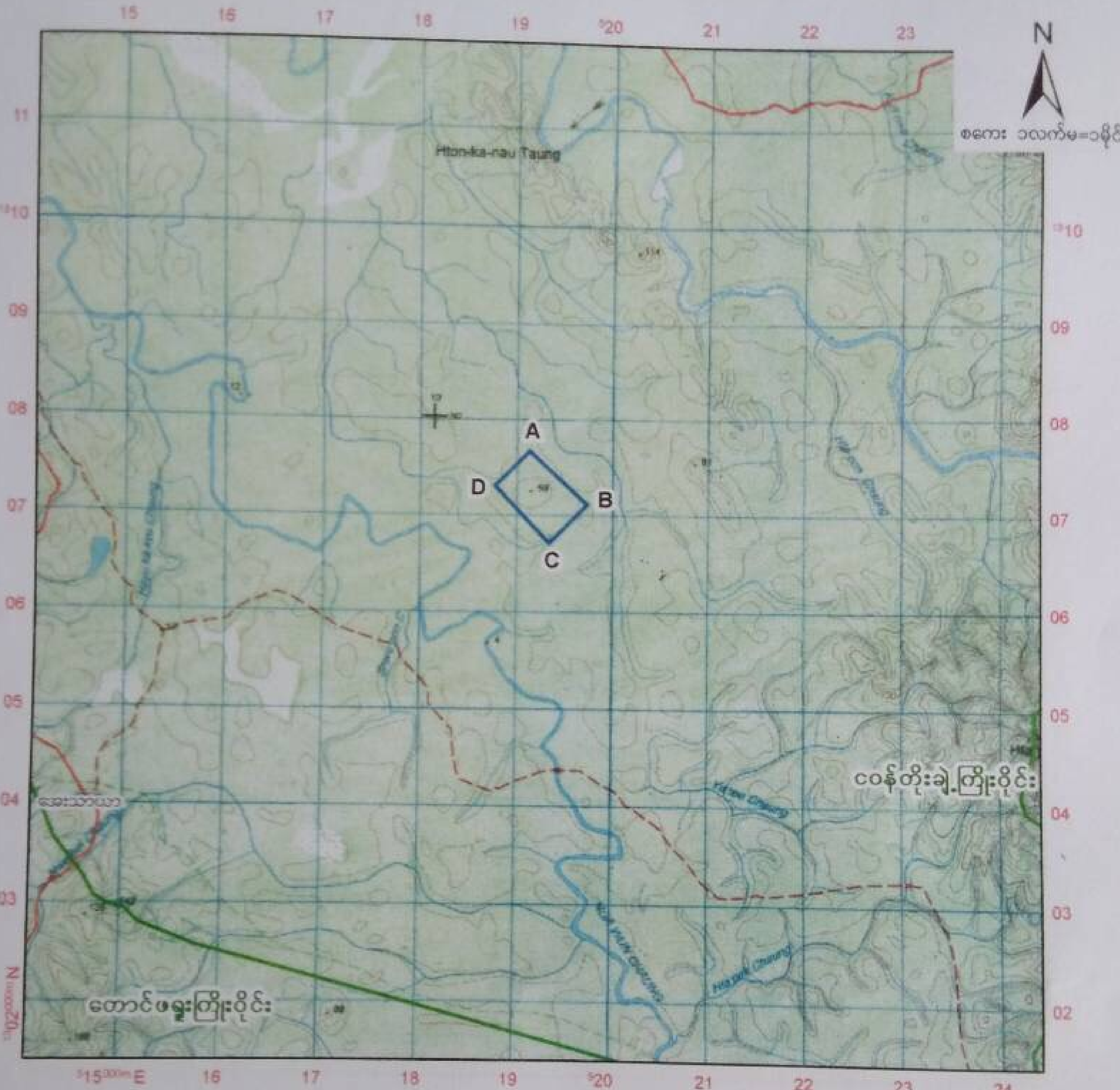
**ANNEX B**
**CONCESSION CERTIFICATE**

***The copy of document set for Concession Certificate is attached herewith 'certified true copy' by authorized person.***

**ANNEX C**
**LAND SURVEY MAP**

**ANNEX D**
**THE LESSEE'S BOARD OF DIRECTORS' RESOLUTION**

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စခန်းဆောက်လုပ်မည့်ဧရိယာ တည်နေရာပြမြေပုံ




ရှည်ညွှန်းချက်
ကြိုးဝိုင်းနယ်နိမိတ်
စခန်းဆောက်လုပ်မည့်ဧရိယာ ၁၀၀ ဧက
လမ်း
မြစ်/ချောင်း
ကျေးရွာ

မြေပုံညွှန်း - UTM 1199_01

**စခန်းဆောက်လုပ်မည့်**
**ဧရိယာ(၁၀၀)ဧက**

A - 191077
B - 197071
C - 193067
D - 188073

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊
တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
(Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ
အရာရှိရိပ်သာ ၊ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား၊ ရှင်းလင်းဆောင်၊
ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ကစားကွင်း၊
မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ
ဆောက်လုပ်အသုံးပြုရန်အတွက် လုပ်ငန်းစီမံချက်

ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ်၊ ဩဂုတ်လ(၉)ရက်

160149

ရုံးတံဆိပ်

# အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများအတွက် လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်လျှောက်လွှာ

သို့

မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

နေပြည်တော်။

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

၁။ လျှောက်ထားသူအမည်/အဖွဲ့အစည်း ဦး[illegible] ( Kyaw Maw 19 Enterprise Manufacturing Co. Ltd)

၂။ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ် ..........

၃။ အဘအမည် ..........

၄။ အလုပ်အကိုင် M.D. ( Kyaw Maw 19 Co. Ltd)

၅။ အမြဲနေထိုင်သည့်နေရပ်လိပ်စာ [illegible]

၆။ လျှောက်ထားသည့်မြေလွတ်၊မြေလပ်၊မြေရိုင်းနှင့် စပ်လျဉ်းသည့် အချက်အလက်များ

တနင်္သာရီ တိုင်းဒေသကြီး/ပြည်နယ်၊ [illegible] ခရိုင်

| မြို့နယ် | ရပ်ကွက်/ကျေးရွာအုပ်စု | ကွင်း | | ဦးပိုင်/မြေကွက်အမှတ် | မြေအမျိုးအစား | ဧရိယာ (ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|---|---|
| | | အမှတ် | အမည် | | | | |
| ၁ | ၂ | ၃ | ၄ | ၅ | ၆ | ၇ | ၈ |
| တနင်္သာရီ | [illegible] | [illegible] | [illegible] | - | [illegible] | ၁၀၀.၀၀ | |

အထက်ဖော်ပြပါမြေအတွက် သက်ဆိုင်ရာမြေစာရင်းဦးစီးဌာနမှ မှန်ကန်ကြောင်း သက်သေခံ လက်မှတ်ရေးထိုးထားသည့်မြေပုံ (၂)ပုံ ပူးတွဲတင်ပြပါသည်။

မှတ်ချက်။ မြေစာရင်းဦးစီးဌာန၏ ကွင်းမြေပုံတွင် ဦးပိုင်အမှတ် မပေးရသေးသောမြေဖြစ်ပါက ပုံကြမ်း (၂) ပုံသာ ပူးတွဲတင်ပြရမည်။

။ လုပ်ကိုင်လိုသည့် လုပ်ငန်း [illegible]

။ လျှောက်ထားသူသည် မြန်မာနိုင်ငံသား/ နိုင်ငံခြားသား / မြန်မာနိုင်ငံသားများသာပါဝင်သော အဖွဲ့အစည်း/ နိုင်ငံခြားသားပါဝင်သောအဖွဲ့အစည်း ဖြစ်ပါသည်။

။ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများ စီမံခန့်ခွဲရေး ဥပဒေ၊ နည်းဥပဒေများပါ စည်းကမ်းချက်များနှင့် ဗဟိုကော်မတီမှ သတ်မှတ်သည့် စည်းကမ်းများကို လိုက်နာပါမည်။

၁၀။ သတ်မှတ်ထားသော အာမခံကြေးငွေကို ပေးသွင်းပါမည်။

၁၁။ ကောက်ခံမည့် မြေခွန်များကို သတ်မှတ်ကာလအတွင်း ပေးသွင်းပါမည်။

၁၂။ တည်ဆဲဥပဒေနှင့်အညီ ဖွဲ့စည်းတည်ထောင်ထားသော အဖွဲ့အစည်း ဖြစ်ပါသည်။ အဖွဲ့အစည်း တည်နေရာ၊ မှတ်ပုံတင်အမှတ်၊ မှတ်ပုံတင်သည့်နေ့စွဲနှင့် အသင်းသားဦးရေစာရင်းတို့ကို ပူးတွဲ တင်ပြပါသည်။

၁၃။ လျှောက်ထားသော လုပ်ငန်းအတွက် လုံလောက်သောမတည်ရင်းနှီးငွေ ရှိကြောင်း ခိုင်လုံသော အထောက်အထားပူးတွဲတင်ပြပါသည်။

၁၄။ အကောင်အထည်ဖော်မည့် လုပ်ငန်းစီမံချက်ကို ပူးတွဲတင်ပြပါသည်။

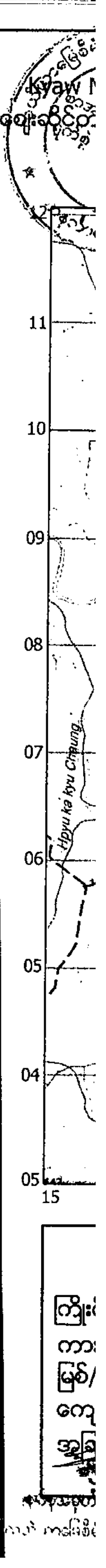
Zaw (ဇော)

လျှောက်ထားသူလက်မှတ်

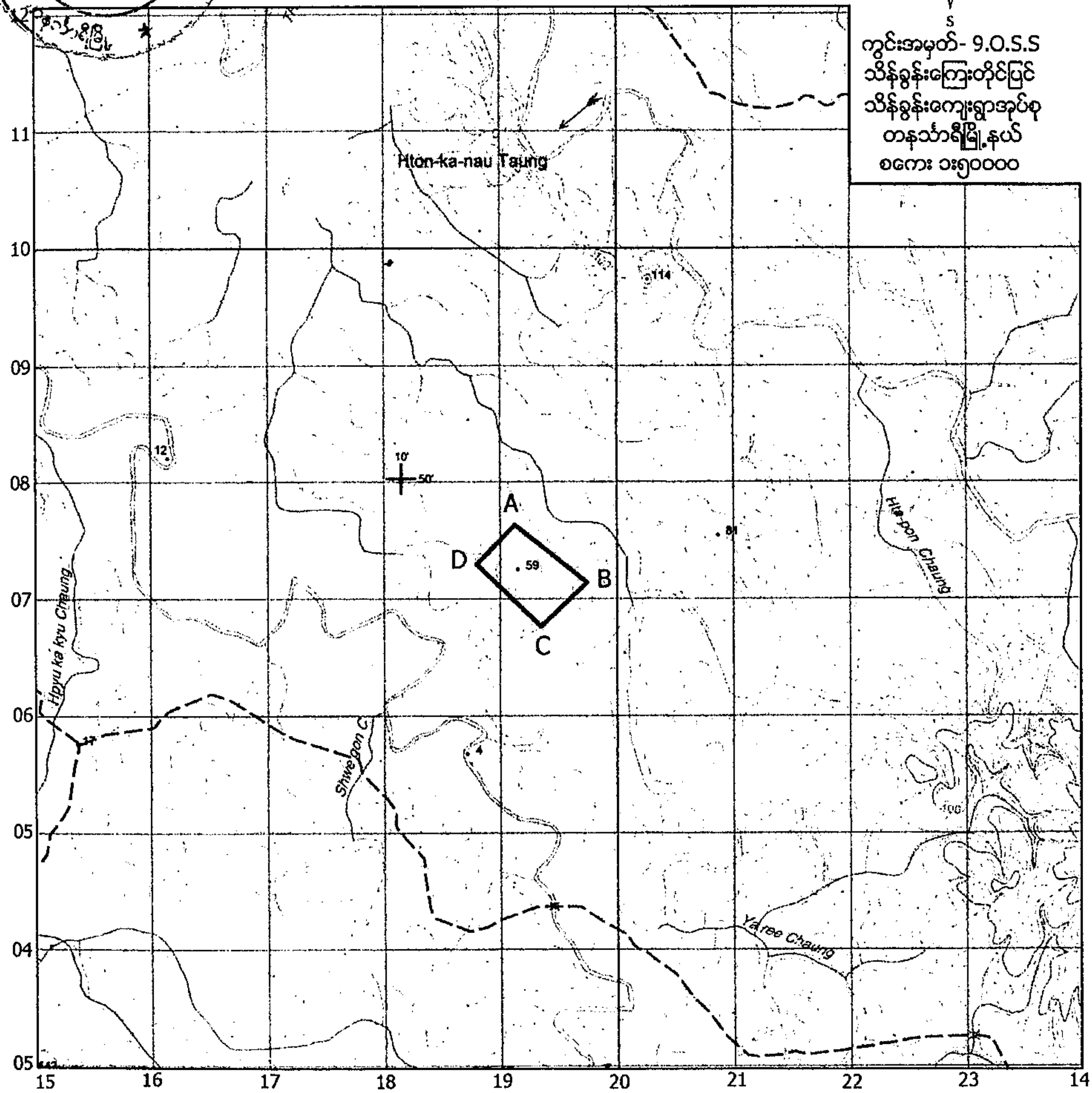
လျှောက်လွှာလက်ခံရရှိသူလက်မှတ်၊------------------------------

လက်ခံသူအမည်/ရာထူး၊------------------------------

လက်ခံရရှိသည့်နေ့စွဲ/နေရာ၊------------------------------



တနင်္သာရီတိုင်းဒေသကြီး၊မြိတ်ခရိုင်၊တနင်္သာရီမြို့နယ်၊သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
Kyaw Maw 19 ကုမ္ပဏီမှ အရာရှိရိပ်သာ၊ဝန်ထမ်းအိမ်ယာ၊အလုပ်သမားတန်းလျား၊ရှင်းလင်းဆောင်၊ဆေးပေးခန်း
ဈေးဆိုင်၊ဂိုဒေါင်၊ကားကွင်း၊မီးစက်ရုံ၊စက်ယန္တရားများထားသိုရုံနှင့်ပစ္စည်းသိုလှောင်ရုံများဆောက်လုပ်ရန်မြေလွတ်/မြေရိုင်း
အခြားနည်းအသုံးပြုခွင့်လျှောက်ထားရန်အတွက် တည်နေရာပြမြေပုံ

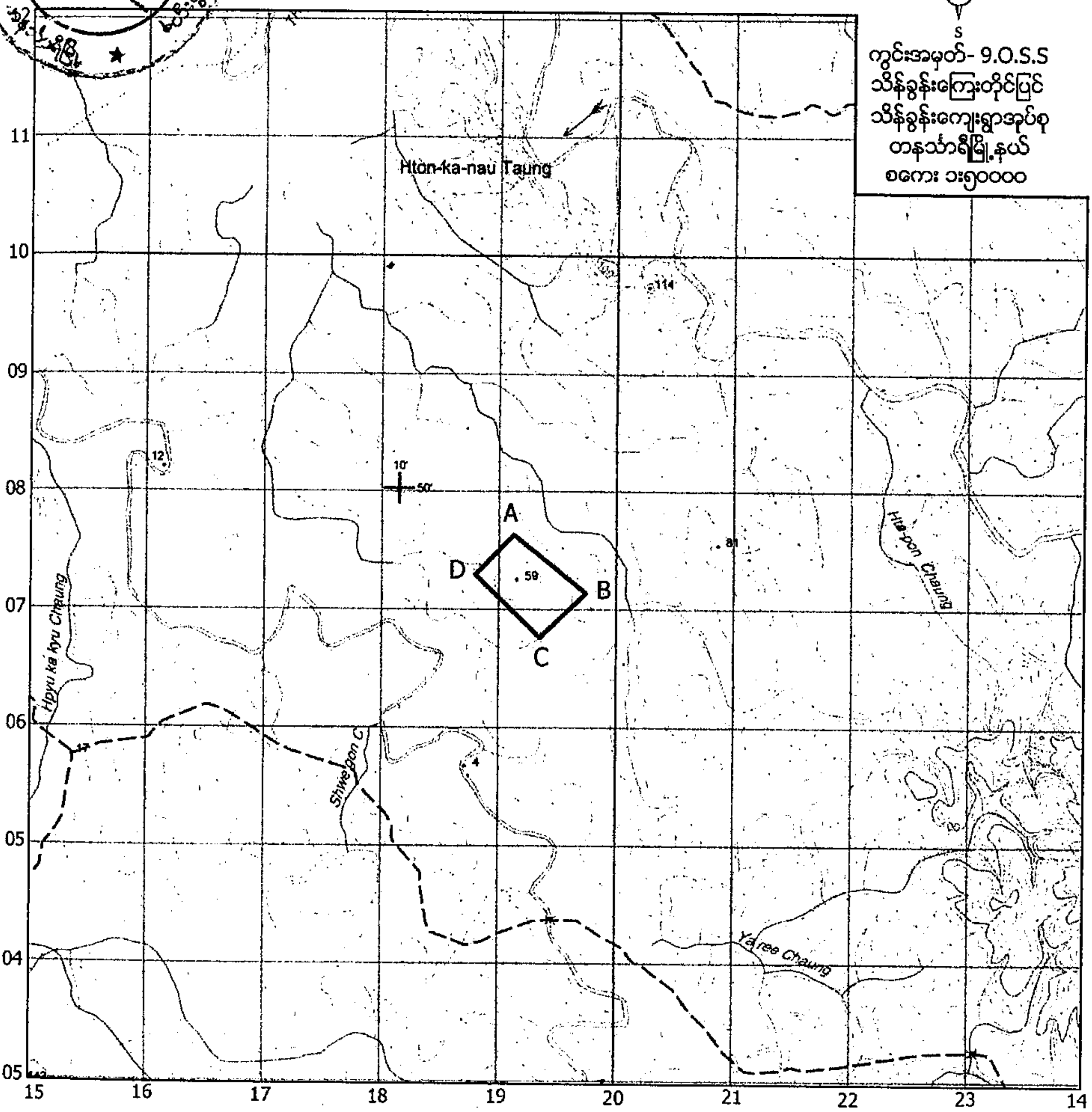



## ရည်ညွှန်းချက်

| | |
|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | —— |
| ကားလမ်း | – – – |
| မြစ်/ချောင်း | |
| ကျေးရွာ | |
| အခြားနည်းအသုံးပြုခွင့်လျှောက်ထားသည်မြေနေရာ | ၁၀၀ ဧက |

မြေပုံချပ်အမှတ်-UTM/1199_01
မြေပုံအညွှန်း - A- 191077
B- 197071
C- 193067
D- 188073

တနင်္သာရီတိုင်းဒေသကြီး၊မြိတ်ခရိုင်၊တနင်္သာရီမြို့နယ်၊သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
Kyaw Maw 19 ကွင်းမှ အရာရှိရိပ်သာ၊ဝန်ထမ်းအိမ်ယာ၊အလုပ်သမားတန်းလျား၊ရှင်းလင်းဆောင်၊ဆေးပေးခန်း
ဈေးဆိုင်ခန်း၊ကစားကွင်း၊မီးစက်ရုံ၊စက်ယန္တရားများထားသိုရုံနှင့်ပစ္စည်းသိုလှောင်ရုံများဆောက်လုပ်ရန်မြေလွတ်/မြေရိုင်း
အခြားနည်းအသုံးပြုခွင့်လျှောက်ထားရန်အတွက် တည်နေရာပြမြေပုံ




## ရည်ညွှန်းချက်

ကြိုးဝိုင်းနယ်နိမိတ်
ကားလမ်း
မြစ်/ချောင်း
ကျေးရွာ
အခြားနည်းအသုံးပြုခွင့်လျှောက်ထားသည့်မြေနေရာ
၁၀၀ ဧက

မြေပုံချပ်အမှတ်-UTM/1199_01
မြေပုံအညွှန်း - A- 191077
B- 197071
C- 193067
D- 188073

၉.၈.၂၀၁၈

**တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း (Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ ၊ ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား၊ရှင်းလင်းဆောင်၊ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ ဆောက်လုပ်အသုံးပြုရန်အတွက် လုပ်ငန်းစီမံချက်**

**နိဒါန်း**

၁။ တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၉-အိုအက်စ်အက်စ်)၊သိန်ခွန်းကြေးတိုင်ပြင်ကွင်းအတွင်းရှိ မြေဧရိယာ(၁၀၀)ကေကို ဒေသလိုအပ်ချက်အရ ( Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ ၊ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား၊ရှင်းလင်းဆောင်၊ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ ဆောက်လုပ်အသုံးပြုရန်အတွက် အကောင်အထည် ဖော်ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

**ရည်ရွယ်ချက်**

၂။ တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်းရှိ ကျေးရွာများ ဖွံ့ဖြိုးတိုးတက်လာစေရန် ဒေသခံပြည်သူများ အလုပ်အကိုင်အခွင့်အလမ်းများ ပိုမိုရရှိလာရန် လူနေမှု အဆင့်အတန်းပိုမိုမြင့်မားလာစေရန် ဒေသခံပြည်သူများအား အလုပ်အကိုင် အခွင့်အလန်းများ တစ်ဖက်တစ်လမ်းမှ ရှာဖွေပေးနိုင်စေရန်နှင့် ရရှိလာသည့် အကျိုးအမြတ်ကို ဒေသအတွင်း ပညာရေး၊ ကျန်းမာရေးအခြေအနေများကို ထောက်ပံ့နိုင်စေရန် ရည်ရွယ်ပါသည်။

လျှောက်ထားသူ

| | | |
|---|---|---|
| ၃။ အမည် | | - Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd. |
| နေရပ် | | - အမှတ်(၉၆)၊ရွှေရင်အေးကျောင်းလမ်း၊ လှိုင်သာယာမြို့နယ်၊ရန်ကုန် |

၄။ Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ၊ ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား၊ ရှင်းလင်းဆောင်၊ ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ ဆောက်လုပ် အသုံးပြုဆောက်လုပ်မည့် မြေနေရာမှာ တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၉-အိုအက်စ်အက်စ်)၊ သိန်ခွန်းကြေးတိုင်ပြင်ကွင်းအတွင်းရှိ ခန့်မှန်းမြေပုံအညွှန်း- UTM-1199-01 (A-191077,B-197071,C-193067,D-188073) အတွင်းရှိ မြေဧရိယာ(၁၀၀)ကေခန့်ရှိ မြေနေရာဖြစ်ပါ သည်။

တည်ဆောက်မည့် Project

၅။ Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ ၊ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား၊ရှင်းလင်းဆောင်၊ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ အဆောက်အဦ များအား အဆင့်မီခိုင်ခံ့လုပစွာ တည်ဆောက်သွားမည်ဖြစ်ပါသည်။ ဆောက်လုပ်မည့် အစီအစဉ်ကို အောက်ပါအတိုင်း ဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

**၁။ မြေနေရာပြုပြင်ခြင်း** - ဇန်နဝါရီလအလယ်မှ ဖေဖော်ဝါရီလအလယ်ထိ
**၂။ အဆောက်အဦးဆောက်လုပ်ခြင်း** - ဧပြီလမှ ဇူလိုင်လကုန်အထိ
**၃။ အခြားအထွေထွေစီမံခြင်း** - ဇန်နဝါရီလအလယ်မှ မတ်လကုန်အထိ

**ဆောက်လုပ်ရန်အတွက် ကုန်ကျမည့်ငွေပမာဏ**

၆။ (၁) ဒေသအနေအထားနှင့် ကိုက်ညီသည့် အဆောက်အဦကုန်ကျငွေ - ၁၂၀၀ သိန်း
(၂) အထွေထွေကုန်ကျစရိတ် - ၃၀၀ သိန်း

စုစုပေါင်းခန့်မှန်းကုန်ကျစရိတ်(၁၅၀၀)သိန်းဖြစ်ပြီး Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd. တွင် အရင်းအနှီးမတည်ငွေ လုံလောက်စွာရှိပါသည်။

**လုပ်ငန်းအသုံးပြုမည့် စက်ယန္တယာများ**

၇။ Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ ၊ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား ၊ရှင်းလင်းဆောင်၊ ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ အဆောက်အဦများအား ဆောက်လုပ်ခြင်းအသုံးပြုရန်အတွက် စက်ယန္တယာများ ဝယ်ယူစုဆောင်းထားပြီးဖြစ်ပါသည်။

တိုးတက်လာမည့်မျှော်မှန်းချက်

၈။ Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ ၊ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား ၊ရှင်းလင်းဆောင်၊ ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ အဆောက်အဦများအား ဆောက်လုပ်ခြင်းအားဖြင့် ဒေသခံပြည်သူများ၏ စီးပွားရေးလုပ်ငန်း၊ လမ်းပန်းဆက်သွယ်မှု၊ လူနေမှုအဆင့်အတန်းများ ပိုမိုမြင့်မားတိုးတက်လာပြီး ဝင်ငွေလည်း ပိုမိုရရှိလာမည်ဖြစ်ပါသည်။

အထွေထွေ

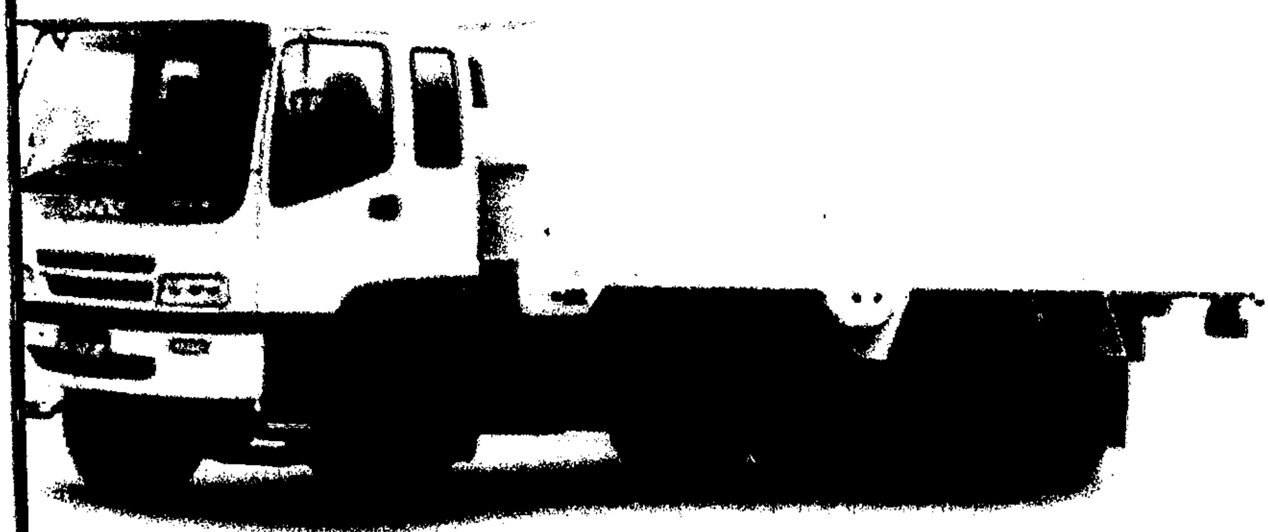
Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.မှ အရာရှိရိပ်သာ ၊ ဝန်ထမ်းအိမ်ယာ၊ အလုပ်သမားတန်းလျား ၊ရှင်းလင်းဆောင်၊ ဆေးပေးခန်း၊ ဈေးဆိုင်တန်း၊ ကစားကွင်း၊ မီးစက်ရုံ၊ စက်ယန္တရားများ ထားသိုရုံ နှင့် ပစ္စည်းသိုလှောင်ရုံများ အဆောက်အဦ များအား ဆောက်လုပ်မည့် ဧရိယာနှင့်ဆက်စပ်လျက် မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများ စီမံခန့်ခွဲရေးဗဟိုကော်မတီမှ မြေဧရိယာ(၃၈၉၅)ဧကအား လုပ်ကိုင်ခွင့်ပြုထားပြီး ဆီအုန်းပင်များ စိုက်ပျိုးလုပ်ကိုင် လျက်ရှိပါသည်။

(ကိုယ်စား)
ဦးကျော်မင်းလွင်
Kyaw Maw 19 Enterprise Manufacturing
Co.,Ltd.

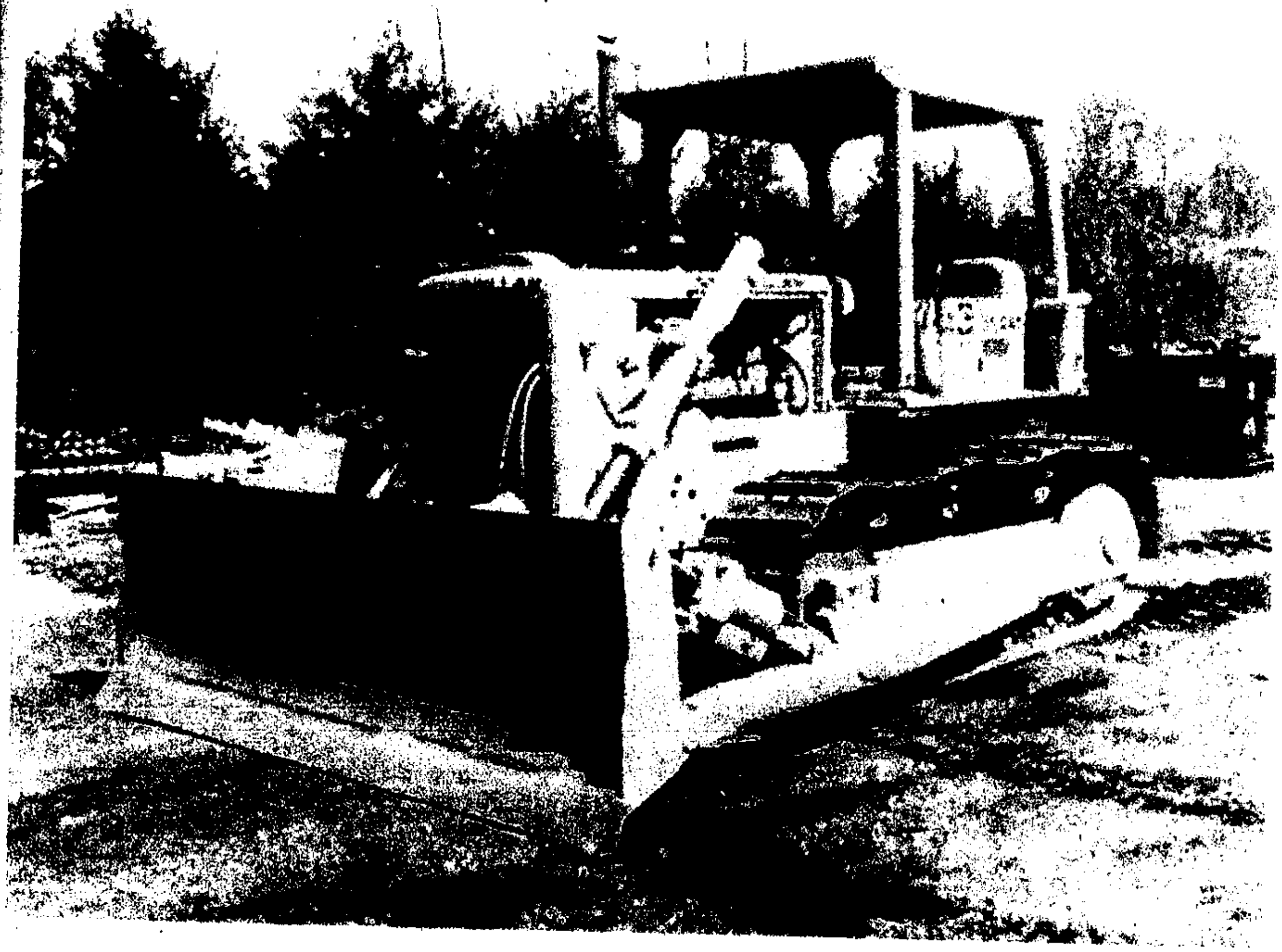
Truck Car 6wheel (20 Units)



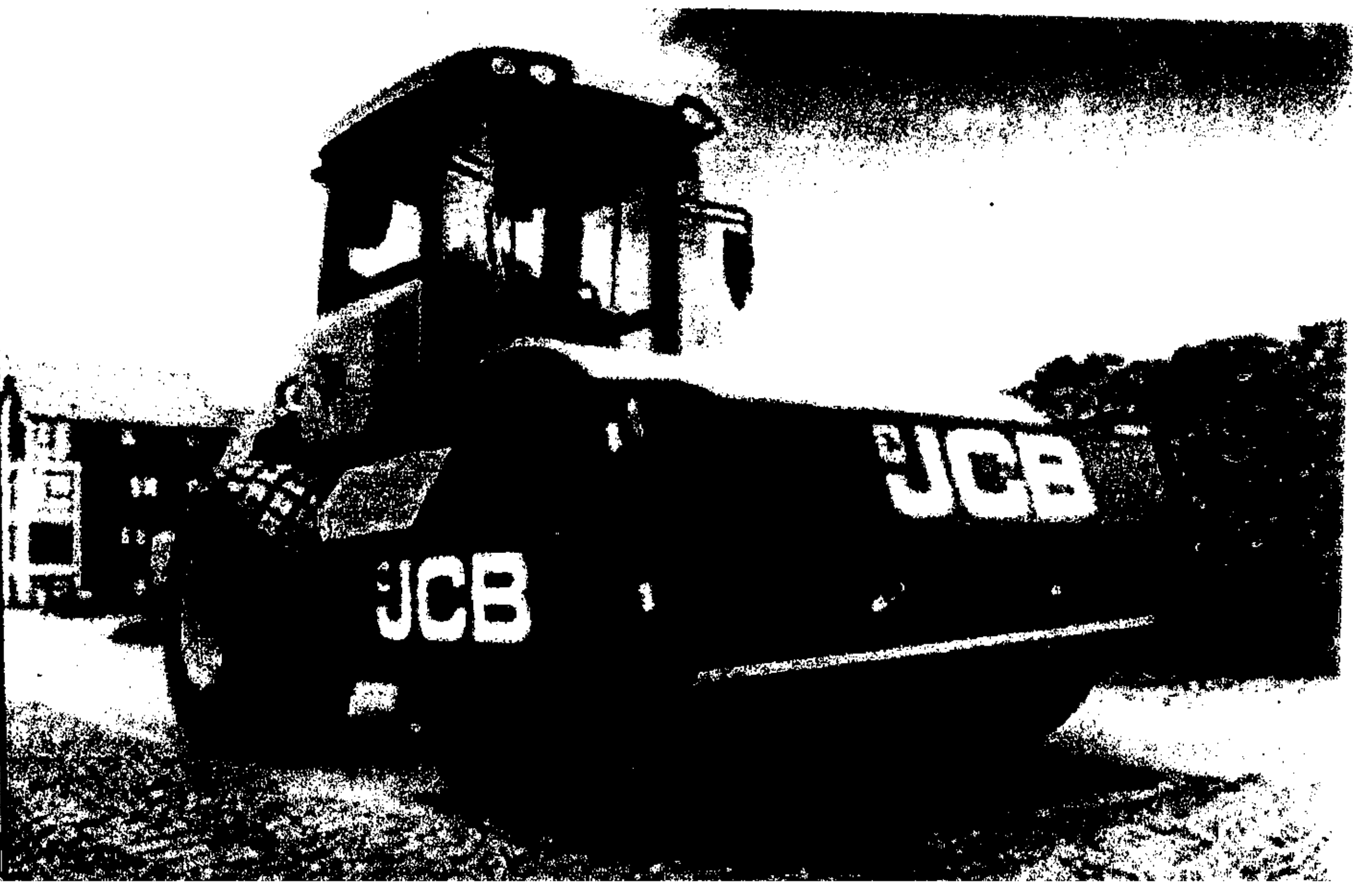
Truck Car 10wheel (30 Units)



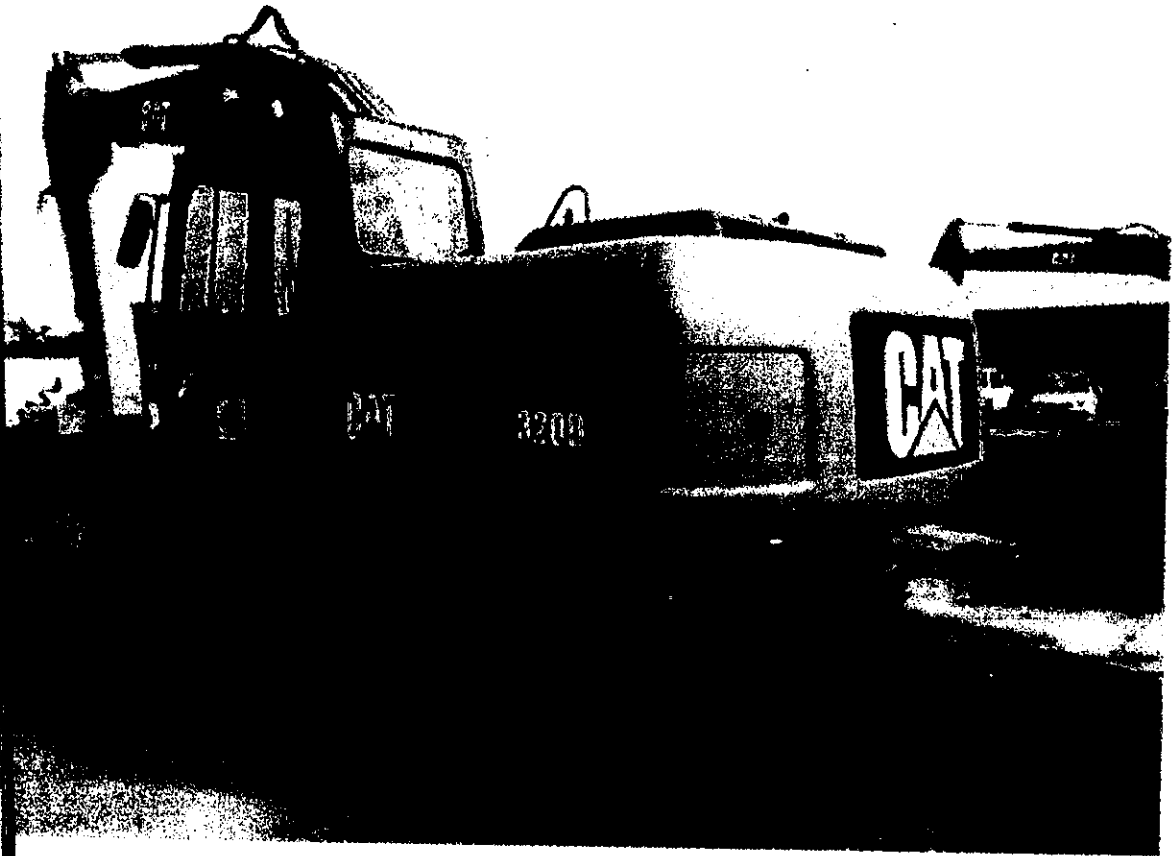
# Tractor D5 (10Units)



# Automic Compactor (3Units)

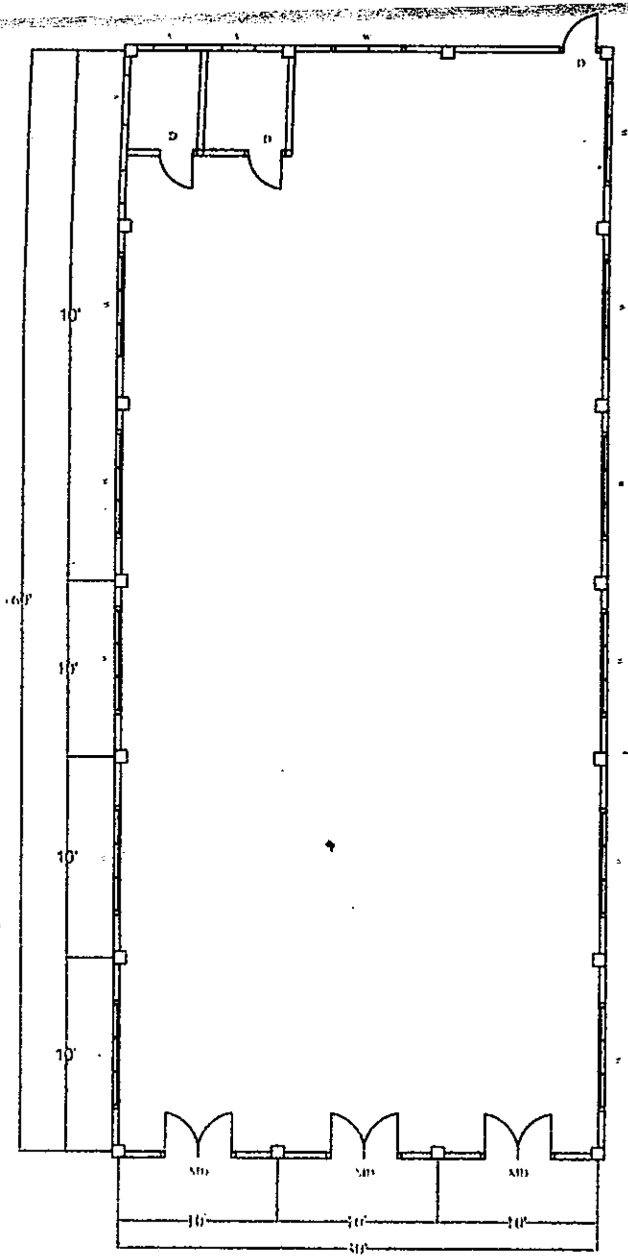


Caterpillar Excavator Cat-3200 (15 Units)

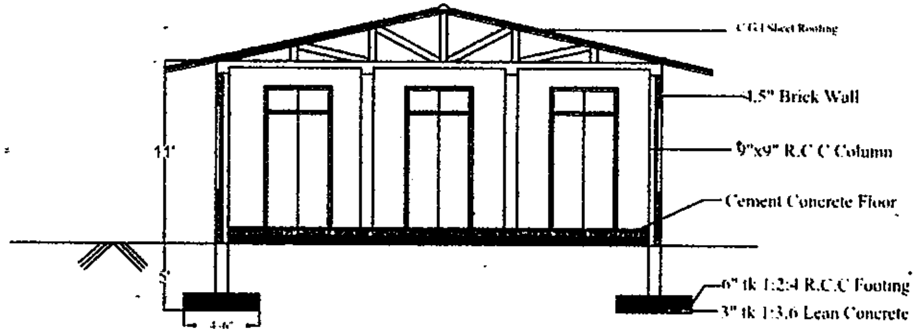



Komustzu Pc-200 (25 Units)



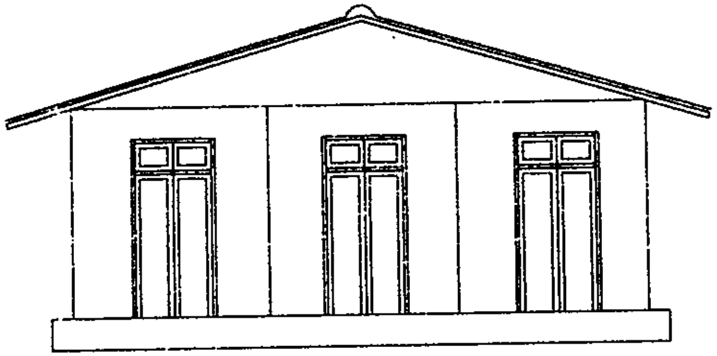



Floor Plan



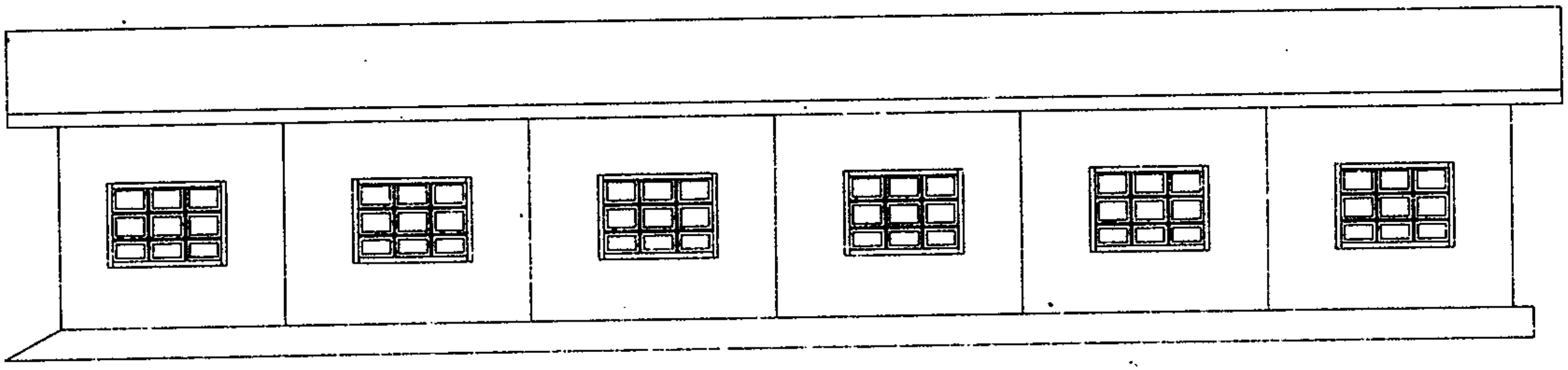

Cross-Section

လက်ထောက်အင်ဂျင်နီယာ
မိတ်မြို့နယ်စည်ပင်သာယာရေးအဖွဲ့



Front View

လက်ထောက်အင်ဂျင်နီယာ
မိုထံမြို့နယ်စည်ပင်သာယာရေးအဖွဲ့



Side View

Email : cbbank@mptmail.net.mm
Website : www.cbbankmyanmar.com
www.cbbank.com.mm

# STATEMENT OF ACCOUNT

**DATE-05.09.2016**

ACCOUNT NAME - **KYAWMAW-19 ENTERPRISE MANUFACTURING**

ACCOUNT NO **-0016600300000752**

ADDRESS - NO(96), SHWE YIN AYE KYAUNG ST,

HLAINGTHRYAR TSP, YANGON.

SIR,

WE HERE BY CERTIFY THAT THE BALANCE STANDING AT THE CERTIFICATE OF THE NT NO (**0016600300000752**) WITH THE CO-OPERATIVE BANK LIMITED SAYARSAN PLAZA H AT THE CLOSE BUSINESS ON (02.09.2016) IS **MMK-510,251,297.19** ( – KYATS FIVE HUNDRED ILLION TWO HUNDRED FIFTY ONE THOUSAND TWO HUNDRED NINETY SEVEN AND PYAS EEN ONLY).

FAITHFULLY,

| | |
|---|---|
| DY;MANAGER | ASST; GENERAL MANAGER |
| CO-OPERATIVE BANK LIMITED | CO-OPERATIVE BANK LIMITED |
| SAYARSAN PLAZA BRANCH | SAYARSAN PLAZA BRANCH |

CB 26322

သက်တမ်းတိုး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

004662

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

# ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ...၂၄၃၄.../ ၂၀၁၁-၂၀၁၂

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ...ကျော်မော် ၁၉ လုပ်ငန်း ထုတ်လုပ်မှု ကုမ္ပဏီ လီမိတက်.................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၁ ခုနှစ်၊ အောက်တိုဘာလ၊ ၂၈ ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီ... လ၊ ၆.... ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

# CERTIFICATE OF INCORPORATION

NO ......... 2434.......... of 2011-2012

I hereby certify that the tenure of KYAW MAW 19 ENTERPRISE UFACTURING COMPANY LIMITED ........................incorporated under the yanmar Companies Act on ........................28th OCTOBER, 2011 .......... renewed with effected from .......... 6th JANUARY, 2016 ..................

For Director General
(Nilar Mu, Director)
Directorate of Investment and Company Administration

## Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

**96, Shwe Yin Aye Kyaing Street, Hlaing Tharyar Inddustrial Extended Zone 5,**
**Hlaing Tharyar Township, Yangoon, Myanmar**
***TAX ID NO. 2415/MCO***

# INVOICE

**To:** **Green Palm Oil Plantation Co., Ltd.**
**Address:** **Level 10, Unit 01-05, Junction City Tower,**
**Corner of Bogyoke Aung San Road and**
**27th Street, Pabeda Toweship, Yangon**
**Myanmar**

**REF NO.** **KM 000017/18**
**DATE** **Oct 12, 2018**
**TERM** **-**
**DUE DATE** **Oct 12, 2018**
**BY** Srisawad for Mr. Kyaw Min Lwin

| DESCRIPTION | UNITE | UNIT PIRCE (THB) | AMOUNT (THB) |
|---|---|---|---|
| **Deposit for Lease Fee of 100 Acre on Project US$243 per acre**<br>(US$243 per Acre = Us$24,300)<br>Oct 12, 2018 /Rate $1 = 32.81 THB / 300,000 THB = $9,143.55 | | **300,000.00** | **300,000.00** |

***Remark:***

| | |
|---|---|
| **Total (Exclusive Tax)** | **300,000.00** |
| **Commercial Tax 0%** | **0.00** |
| **Grand Total** | **300,000.00** |

**THAI BATH**

**THREE HUNDRED THOUSAND ONLY**

I hereby state the signature to be responsible for the above payment without any objections

Receipt and Tax Invoice will be issued upon receipt of full payment Overdue payment will be charged at interest rate of 0.00% per month

Please make payment to;
**Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd.**
**Account No.** **020-251726-7**
**Bank Name :** **SIAM COMMERCIAL BANK Public Comapany Limited**
**Address :** **Thewet branch, Dusit District, Bangkok.**

**Receivied by : Mr. Kyaw Min Lwin**

**Mr. KYAW MIN LWIN on behalf of**
**KYA MAW 19 ENTERPRISE MANAUFACTURING COMPANY LIMITED**

**Authourized Signature:**

**MR. KYAW MIN LWIN**

# Kyaw Maw 19 Enterprise Manufacturing Co., Ltd.

**96, Shwe Yin Aye Kyaing Street, Hlaing Tharyar Inddustrial Extended Zone 5,**
**Hlaing Tharyar Township, Yangoon, Myanmar**
***TAX ID NO. 2415/MCO***

## RECEIPT

| | | | |
|---|---|---|---|
| **To:** | **Green Palm Oil Plantation Co., Ltd.** | **RC NO** | **KM00010/18** |
| **Address:** | **Level 10, Unit 01-05, Junction City Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabeda Toweship, Yangon Myanmar** | **DATE** | **Oct 12, 2018** |
| | | **CODE.** | **-** |
| | | **INV REFER** | |

| DESCRIPTION | UNITE | UNIT PRICE (THB) | AMOUNT (THB) |
|---|---|---|---|
| **Deposit for Lease Fee of 100 Acre on Project US$243 per acre**<br>(US$243 per Acre = Us$24,300)<br>Oct 12, 2018 / Rate $1 = 32.81 THB / 300,000 THB = US$9,143.55 | | **300,000.00** | **300,000.00** |

| | | |
|---|---|---|
| | **Total** | **300,000.00** |
| | **Commerical Taxes 5%** | **0.00** |
| | **Grand Total Amount** | **0.00** |
| **Deduct** | **WHT 2%** | **0.00** |
| | **Net Amount Received** | **300,000.00** |

**THREE HUNDRED THOUSAND THAI BATH ONLY**

**Payment by:**

[X] CASH

[ ] CHEQUE BANK.................................................. BRANCH ........................................... NO........................ DATE..............

If payment is made by cheque, this receipt will be valid when cheque is honored.

**Collector: Mr. Kyaw Min Lwin**
**Mr. KYAW MIN LWIN on behalf of**
**KYA MAW 19 ENTERPRISE MANAUFACTURING COMPANY LIMITED**

**Authourized Singnature:**
**MR. KYAW MIN LWIN**

# LEASE AGREEMENT

**Between**

**Green Palm Oil Plantation Company Limited**

**And**

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

**Dated [●]**

**Table of Contents**

This lease agreement (the "**Agreement**") is signed on [●], in [●], by and between:

(i) **Kyaw Maw 19 Enterprise Manufacturing Company Limited** a limited liability company incorporated under the laws of the Republic of the Union of Myanmar, with registered address at No 96, Shwe Yin Aye Kyaing Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar (hereinafter called the "**Lessor**", which includes its successors and assigns); and

(ii) **Green Palm Oil Plantation Company Limited**, a limited liability company incorporated under the laws of the Republic of the Union of Myanmar, with registered address at Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan, Yangon, Myanmar (hereinafter called the "**Lessee**", which includes its successors and assigns).

Reference herein to a "**Party**" shall mean either the Lessor or Lessee individually, and reference to the "**Parties**" shall mean both the Lessor and Lessee together.

**WHEREAS**

A. On 28 February 2018, Central Committee for Management of Vacant, Fallow and Virgin Land issued a land concession to the Lessor for thirty (30) years over the land situated at **Plot no**. [●] Thien Khun Village, Tanintharyi Township, Myeik District, Tanintharyi Region, according to the land documents as detailed **Annex A *(Land Document)*** (the "**Land**"), with an area of approximately 3,895 acres as shown in the Concession Certificate as detailed in **Annex B *(Concession Certificate)*** (the "**Land Concession**").

B. For and in consideration of the Rent (as defined below) paid and to be paid by the Lessee to the Lessor and the Land to be let by the Lessor to the Lessee, the Parties has agreed that the Lessor shall use its best effort to secure a lease over the Land for the Lessee for a period of seventy (70) years. The Parties therefore agree to enter into this Agreement.

C. Subject to the term of the Land Concession and the terms and conditions of this Agreement, the Lessee wishes to acquire a lease over the Land for a period of thirty (30) years, with the right to renew for at least two (2) addition terms, with each additional term being for a period of (10) years each, for the purposes of operating the Business (as defined below) on the Land; and the Lessor wishes to lease the Land to the Lessee for a period of thirty (30) years, with a promise to give the Lessor the right to renew for at least two (2) addition terms, with each additional term being for a period of ten (10) years each on the same basis as set out in this Agreement.

**NOW THEREFORE**, the Parties hereby agree as follows:

**SECTION 1. DEFINITIONS AND CONSTRUCTION**

1.1. Unless otherwise expressly provided in this Agreement, when used in this Agreement, each of the following terms shall have the meanings as specified below:

**"Business"** means the investment in oil palm plantation on the land;

"**Force Majeure**" means any event beyond the control of the Lessee and/or the Lessor which prevents a Party from complying with any obligations of this Agreement, including without limitation, natural disasters such as flood, wind, fire, or earth quake, or Government's prohibitions or shut-down, a void of law and order, war, strike, imposition or re-imposition of international sanctions, or any similar incidents or events to those enumerated above, which any one of the Parties to this Agreement cannot with reasonable efforts overcome, and which affects the Lessee's leasehold rights. When such a Force Majeure event happens, within fourteen (14) days after the event, the Lessee shall immediately inform the Lessor in writing of the Force Majeure event, with details as to the cause and nature of the non-performance. Upon receipt of this notice by the Lessor, the Lessee shall not be deemed responsible for any payments under this Agreement for the duration of the Force Majeure event;

**"Lease Term"** has the meaning set forth in Section 4.1 of this Agreement;

"**Leased Area"** means the actual land area being lease to the Lessee as shown on the survey map included at **Annex C *(Land Survey Map)***;

"**MIC**" means Myanmar Investment Commission;

**"Upgrade"** has the meaning set forth in Section 4.3 of this Agreement.

**SECTION 2. PURPOSE AND GENERAL CONDITIONS**

2.1. The Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor the Land, on an exclusive basis, free and clear of any claims, rights and encumbrances or encroachments by any third parties, and without any limitation on the Lessee's right to freely occupy and use the Land as it sees fit.

2.2. In case there is any third parties residing on or inhabiting any part of the Land, the Lessor acknowledges and agrees that the resettlement of any third parties residing on or inhabiting any part of the Land and the payment of any compensation due to said third parties is the sole responsibility of the Lessor.

2.3. The Lessee shall use and have the benefit of the Land for the purpose of operating the Business. For the avoidance of doubt, during the Lease Term and any renewal thereof, the Lessee shall have and be entitled to the exclusive right to all revenues and benefits arising from the Land as permitted at applicable laws, including, but not limited to, the right to all revenues and benefits arising from the Business.

2.4. The following conditions shall be conditions precedent to the Lessee's obligations under this Agreement (For the avoidance of doubt, payment of Rent by the Lessee shall not constitute waiver of the following conditions precedent or acceptance that any of the following conditions precedent have been satisfied.):

(a) The truth and accuracy of the Lessor's warranties in Clause 3.1 below;

(b) The Lessor having provided the Lessee with certified copies of board of directors' minutes and resolution authorizing the Lessor to enter into this Agreement;

(c) The Lessee having obtained all necessary governmental and other approvals to acquire a lease over the Land and engage in and operate the Business, including (i) MIC's permit on terms satisfactory to the Lessee, and (ii) Myanmar cabinet's approval of the lease hereunder, and (iii) local and other approvals required to engage in the Business;

(d) The Lessor having obtained all necessary governmental and other approvals or permissions to grant to the Lessee the lease over the Land for the purposes of the Lessee conducting the Business on the Land;

(e) The Lessor having legally paid valid and adequate compensation to any third parties residing on or inhabiting (or having a right to reside on or inhabit) any part of the Land, and the Lessor having provided to the satisfaction of the Lessee documentary evidence of that the said compensation was duly paid;

(f) The lawful eviction and removal of all persons referenced in the above clause 2.4(e) from the Land, and the Lessor having provided to the satisfaction of the Lessee documentary evidence of the lawful eviction and removal of those persons;

(g) The Lessor first handing over to the Lessee possession of all original documents relating to the Land, including (i) the original Land Concession issued by Central Committee for Management of Vacant, Fallow and Virgin Lands for the grant of the Land to the Lessor, (ii) the original of any construction permits and all other authorizations for construction and activities on the Land (if any).

**SECTION 3. WARRANTIES OF THE PARTIES**

3.1. The Lessor warrants the following as of the date of execution of this Agreement:

(a) Capacity. The Lessor has the powers and capacity to enter into this Agreement and to fulfill its obligations under such documents. This Agreement has been duly executed and constitutes a legal, valid and binding obligation for the Lessor, as well as enforceable agreements under its provisions.

(b) Rights of the Lessor with respect to the Land. The Lessor is and will be the sole Land Concession-holder of the Land, and has and will maintain all it current rights over the Land, free and clear from any lien, encumbrance or charge, or any claim from any third party to any right to reside in or inhabit the Land.

(c) No third party claims or rights over the Business nor the Land. There are no pending or outstanding claims, lawsuits, trials, governmental proceedings or otherwise related to the purpose of this Agreement, which could have an adverse effect on the Business hereby contemplated. No person has a claim, right, option or otherwise over the Land, either directly or indirectly, and the Lessor will not grant rights to the Land to a third party during the Leased Term. There are no restrictions attached to the Land (by way of zoning rules, environmental restrictions, or otherwise) that would prohibit the operation of the Business, including any and all aspects of the Business, on the Land by the Lessee; and all requisite permits, authorizations, approvals, no-objection letters have been obtained and are currently valid so as to allow the Business (and any and all aspects of the Business) to be smoothly conducted on the Land by the Lessee.

3.2. The Lessee warrants the following as of the date of execution of this Agreement:

(a) Capacity. The Lessee has the powers and capacity to enter into this Agreement and to fulfill its obligations under such documents. This Agreement has been duly executed and constitutes a legal, valid and binding obligation for the Lessee, as well as enforceable agreements under its provisions.

The Lessee has provided the Lessor with copies of board of directors' minutes and resolution authorizing the Lessee to enter into this Agreement, set-out at (Annex D)

**SECTION 4. LEASE TERM**

4.1. Unless the term of the Land Concession is terminated or expired without any extension or renewal thereof, the term of this Agreement shall commence on the first date of approval of this Agreement by the MIC and continue to be valid until and in effect for a period of thirty (30) years after the first date of approval of this Agreement by the MIC (the "**Initial Lease Period**"), including any extension or renewal thereof to the extent permitted by Myanmar laws.

Upon expiry of the Initial Lease Period and subject to the approval of the MIC, the Lessee shall, at its option, be entitled to renew the lease with the terms and conditions as set out in this Agreement for two (2) additional successive ten (10) years term (the "**Extended Lease Period**").

The Initial Lease Period and the Extended Lease Period in this Clause 4.1 shall constitute the term of this Agreement and shall be referred to in this Agreement as the "**Lease Term**."

4.2. At the end of the Lease Term, the Lessor undertakes that the Lessor shall do all things necessary, including but not limited to, acquire and maintain in full force and effect all authorizations, approvals, license and consents required in or by the applicable laws and regulations, to enable the Lessee to lawfully use the Land for the Business for an additional period of at least twenty (20) years.

4.3. At any time during the Lease Term, if any law, regulation, rule, or practice in Myanmar changes or allows the Land Concession of the Land to be;

a. upgraded or converted or otherwise made into freehold title or an equivalent to freehold title; or

b. upgraded or converted or otherwise made into any title or form/type of land holding which the Lessee reasonably deems to be superior to the current Land Concession of the Land,

(the "**Upgrade**" or "**Upgraded Title**");

then the Lessor shall inform the Lessee of such change and shall procure the Upgrade within six (6) months after the date such law, regulation, rule, or practice came into force.

4.4. At any time during the Lease Term, if the law in Myanmar allows a foreign person to acquire a land concession of any land and/or any land in Myanmar (or acquire the relevant form of ownership or holding attached to the Upgraded Title, if applicable), then the Lessor shall procure the transfer of the grant of the Land Concession of the Land and/or the Land (or the transfer of the relevant form of ownership or holding attached to the Upgraded Title, if applicable) to the Lessee or such other third party as the Lessee may appoint in its sole discretion; provided that such third party has the legal capacity and can legally hold the grant of the Land Concession of the Land and/or the Land (or hold the relevant form of ownership or holding attached to Upgraded Title, if applicable). The Lessor shall procure the said transfer within one (1) year after the date such law came into force.

4.5. At any time during the Lease Term, upon written request by the Lessee to the Lessor, the Lessor shall procure the transfer of the grant of the Land Concession of the Land and/or the Land (or the transfer of the relevant form of ownership or holding attached to the Upgraded Title, if applicable) to any third party designated by the Lessee; provided that such third party has the legal capacity and can legally hold the grant of the Land Concession of the Land and/or the Land. The Lessor shall procure the said transfer within one (1) year after the date such law came into force.

4.6. The Parties acknowledge that the documents provided by the Lessor under Section 2.4(g) of this Agreement shall be held by the Lessee to secure the Lessee's rights under Sections 4.1 – 4.5 of this Agreement.

**SECTION 5. PAYMENT OF RENT AND ANNUAL LAND TAX**

5.1. RENT

(a) Subject to the completion of Lease Term, the Lessor shall be entitled to the rent (the "**Rent**") for the lease under this Agreement which shall be calculated by USD243 per an acre based on the lesser of (i) the Leased Area being lease to the Lessee; or (ii) the land area specified in the Land Concession.

(b) Unless otherwise waived by the Lessor, the Rent shall be paid upon completion of the following milestones:

| Milestone of Payment | Payment Proportion of Rent |
|---|---|
| **Deposit** (the "**Deposit**") | 5% |
| **Upon obtaining the Land Concession and at the date of execution of this Agreement** (the "**Remaining Rent**") | 95% |

The Lessor hereby acknowledges that the Lessee has paid to the Lessor a sum of USD 825,309.78 (EIGHT HUNDRED AND TWENTY-FIVE THOUSAND THREE HUNDRED AND NINE POINT SEVEN EIGHT UNITED STATES DOLLARS) which comprises the Deposit and part of the Remaining Rent.

(c) It is agreed by the Parties that the Rent are paid or will be paid based on the assumption that the term of concession under the Land Concession and this Agreement (including any extension or renewal thereof) being valid and can be utilized by the Lessee for a period of seventy (70) years. In case the Leased Term is shorter than seventy (70) years for whatever reasons, the Lessor shall return part of the Rent to the Lessee immediately for the portion that the Lessor not being able to utilize; provided that such returned amount shall be equivalent to the following formula:

$$(The\ total\ of\ Rent\ \div 70\ years) \times (70\ years\ - numbers\ of\ years\ that\ have\ been\ leased)$$

(d) It is further agreed by the Parties that the Lessee shall be responsible for and make due and timely payment of commercial taxes that may be levied or assessed upon the Rent whilst the Lessor shall be responsible for and make due and timely payment of withholding taxes that may be levied or assessed upon the Rent to the relevant authorities in Myanmar.

5.2. ANNUAL LAND TAX

(a) The Lessor shall be entitled to charge the Lessee for the annual land tax paid to the relevant authorities as required by Myanmar laws (the "**Annual Land Tax**"); provided, however, that: (i) the Annual Land Tax shall not exceed MMK1,250 or USD 1 per an acre as the Lessee deems appropriate; and (ii) a duly invoice together with an evidence of payment of such Annual Land Tax must be issued and presented to the Lessee.

For the avoidance of doubt, the Parties further agree that the Annual Land Tax shall be exempted for three (3) years after the date of approval of this Agreement for the concession term of the Land Concession on the Land granted to the Lessor which has been made available for the Lessee and shall be applied in the fourth ($4^{th}$) year onwards. Notwithstanding the foregoing, in case the concession term of Land Concession on the Land granted to the Lessor which has been made available for the Lessee is extended with approval of the lease by the MIC or any relevant authorities, the Annual Land Tax shall be exempted for three (3) years after the date of approval of such lease for the extended concession term and shall be continually applied in the subsequent fourth ($4^{th}$) year onwards.

(b) It is further agreed by the Parties that the Lessor shall be responsible for and make due and timely payment of commercial taxes and withholding taxes that may be levied or assessed upon the Annual Land Tax to the relevant authorities in Myanmar.

**SECTION 6. LEASE REGISTRATION**

6.1. The Lessor shall arrange and complete the registration of this Agreement with all relevant government authorities, including the MIC, within seven (7) days after the execution of this Agreement. The Lessee agrees to cooperate with the Lessor for any necessary actions to be taken on the part of the Lessee in order to perfect the registration of this Agreement.

6.2. Stamp duty on this Agreement and registration fees to register this Agreement with the Office of Registrar of Deeds will be the responsibility of the Lessee.

Subject to Clause 5.1 and 5.2 of this Agreement, all other tax, duty, levy, including but not limited to income tax from the Rent, shall be the sole liability of the Lessor, and the Lessor shall indemnify and hold harmless the Lessee in respect of such tax, duty, or levy imposed on the Lessee.

**SECTION 7. RIGHTS AND COVENANTS OF THE LESSEE**

7.1. The Lessee shall be entitled to carry out the Business on the Land, without interference of the Lessor or any third party.

7.2. If the Lessee wishes to make any material alterations to the Land or buildings on the Land (including the destruction and demolition of any buildings, construction of new buildings), the Lessee shall be entitled to do so as the Lessee sees fit. Without prejudice to the Lessee's right under this Clause 7.2, the Lessor shall, at the Lessee's request, provide any further written consent (in order to satisfy requirements of authorities or otherwise), then the Lessor shall provide such written consent as informed by the Lessee as soon as reasonably possible, but in no case shall be later than thirty (30) days after the Lessee sends a written request to the Lessor.

7.3. The Lessee shall have the right to peacefully and exclusively use the Land during the Lease Term without interference by the Lessor, any parties affiliated with the Lessor, or any third parties, and without any restriction on its use, to the extent permitted by the grant of Land and the applicable laws.

7.4. The Lessee, in accordance with the provisions of Myanmar Insurance Law of the Republic of the Union of Myanmar, shall pay all types of necessary insurances, and for the purpose of raising financing for the Business, may freely: (a) assign its rights and interests to any insurance claims and/or proceeds to third parties, and (b) grant rights of subrogation to third parties.

7.5. The Lessee shall have the right to transfer or assign this Agreement to any person (including the granting of any security interests or the making of assignments to lenders). The Lessee shall have the right to mortgage, charge or create security over all rights, title and interests which the Lessee may have in the leased interest in the Land, its buildings, and this Agreement.

7.6. The Lessee shall have the right to create one or more sub-leases for parts of the Land.

7.7. The Lessee shall have the right to grant access, use and possession of the Land or specified parts of it to its contractors and sub-contractors for the purposes of the Business.

**SECTION 8. RIGHTS AND COVENANTS OF THE LESSOR**

8.1. In addition to and without limiting its obligations under all other terms of this Agreement and the laws of the Republic of the Union of Myanmar, the Lessor shall during the Lease Term covenant to:

a) Grant and acknowledge the Lessee's right to quiet and peaceful enjoyment of the Land for the Lease Term and without interference or obstruction or encroachments by the Lessor or any other person subject to the provisions of this Agreement;

b) Provide reasonable assistance to the Lessee, with respect to connecting the Land to the electricity in accordance with the applicable law;

c) Provide reasonable assistance to the Lessee, with respect to all governmental and other approvals, consents, non-objection letters and similar matters to be obtained by the Lessee in order that the Lessee shall be able to enjoy its rights and benefits under this Agreement to the extended permitted by the applicable laws;

d) Grant and maintain to the Lessee the full right to sub-lease in accordance with Section 11 of this Agreement, transfer or assign this Agreement or otherwise grant security over its rights under this Agreement, entirely or partially;

e) Acknowledge in writing any security interest or other right created by the Lessee for the benefit of a third party, and recognize and maintain such rights;

f) Ensure that the Land has access to the public road whether directly or through a private road, and that the Lessee is entitled at all times to use such access and enjoy the use of the Land free of charge.

**SECTION 9. TRANSFER OF LAND AND BUILDINGS**

Upon expiry of the Lease Term or upon its termination for any cause, (provided that there has been no transfer under Sections 4.6 or 4.7 of this Agreement), the Lessee will surrender the possession on the Land to the Lessor in such condition as would result from the use of the Land in accordance with the terms of this Agreement within 180 days. The Lessee has the express right to demolish and remove any buildings, fixtures, fittings, movables on the Land at any time.

**SECTION 10. TERMINATION AND EVENT OF DEFAULT**

10.1 This Agreement may be terminated in the following events:

a) In the event that the Lessor breaches any provision of this Agreement, the Lessee may serve notice on the Lessor, providing the Lessor with thirty (30) days to remedy the breach, and should the Lessor fail to remedy that breach on or before expiry of the thirty (30) day period (or should the Lessor become bankrupt, insolvent, enter into liquidation or arrangement or composition for the benefit of the Lessor's creditors or for any other reason or shall suffer any distress or execution to be levied on the Lessor's assets), then the Lessee may elect to terminate this Agreement by further written notice.

b) In the event that the Lessee fails to pay the Rent or the Annual Land Tax , provided that the Lessee's obligations to pay the Annual Rent have not been waived under Section 5.3 of this Agreement or otherwise expressly or implicitly waived or satisfied in advance in accordance with Section 5.3, then the Lessor may serve notice on the Lessee, providing the Lessee with 45 days to remedy the payment breach, and should the Lessee fail to remedy that payment breach on or before expiry of the 45 day period, then the Lessor may elect to terminate this Agreement by further written notice.

c) A Force Majeure subsists consecutively for six (6) months unless the Lessee continues to pay Rent in accordance with Section 5.1.

d) Termination of the Agreement with mutual consent of the Parties.

10.2 Any submission to terminate this Agreement by the Lessor shall be effective only after obtaining the approval for the termination from the Myanmar Investment Commission and the cabinet of the Union of Myanmar.

10.3 This Agreement may not be terminated for any causes other than in accordance with this Section 10.1.

10.4 In case of termination of any kind or for any cause, the Lessor shall acquire and accept all rights and liabilities and become the Lessor of any sub-lease which the Lessee has concluded in accordance with this Agreement, without the requirement for any further payments, approvals, assignments or execution of deeds or documents.

10.5 In case of termination of any kind or for any cause, the Lessee shall not be required to pay any further Rent or Annual Land Tax; and in addition, any Rent or Annual Land Tax prepaid by the Lessee for future years, and the Rent or Annual Land Tax for the then current year, shall all be refunded to the Lessee without delay in accordance with Clause 5.1(c), together with any interest calculated from the time that the termination occurs or is deemed to occur, until the time that all amounts owing to the Lessee are paid, (the "**Calculation Period**"), the interest rate to be based on the average during the Calculation Period of the minimum bank deposit rate as posted on the Central Bank of Myanmar website (http://www.cbm.gov.mm/) applied to the outstanding amount.

**SECTION 11. SUB-LEASE OF THE LAND**

In order to facilitate the Lessee entering into the Business in cooperation with other persons, whether citizens of the Republic of the Union of Myanmar or foreign investors, the Lessee is allowed to create one or more sub-lease for parts or the entire of the Land, provided that such sub-lease are not contrary to any law. The Lessee shall notify the Lessor of the sub-lease agreement within thirty (30) days of execution of the sub-lease agreement, and the Lessor will provide reasonable assistance and cooperation in effecting, perfecting, and registering such sub-leases.

**SECTION 12. TITLE TO MINERAL RESOURCES AND TREASURE**

Any mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Term shall be the property of Government of the Republic of the Union of Myanmar, which shall be at liberty to excavate the aforesaid at any time, provided that the Lessee's rights and interests under this Agreement and the development of the Project are not in any way adversely affected.

**SECTION 13. NOTICES**

All communications between the parties shall be in writing, in English language, using registered mail, air mail, express mail, telex, email and facsimile, and communicate each other with the following addresses:

To Lessor: Mr. Kyaw Min Lwin
e-mail address: kyawminlwin19@gmail.com and CC to
Mr. Prommest Khunakornweerakul
e-mail address: prommestpk89@gmail.com

To Lessee: Mr. Prapol Phornprapha
*e-mail address*: prapoloh@gmail.com and CC to
Mr. Kawee Nganthavee
*e-mail address:* kawee8899@yahoo.com

If there is any change in the address of either Party, such Party shall inform the other Party immediately.

**SECTION 14. AMENDMENT OF THE AGREEMENT**

This Agreement may only be amended in writing signed by both Parties.

**SECTION 15. CONFIDENTIALITY**

The Parties agree to treat this Agreement including the data, information, documents, plans, correspondent letters and other communications as confidential. The Parties shall make public announcement concerning this Agreement only if disclosure is required by the laws or regulations of the Republic of the Union of Myanmar or other jurisdiction or required to conduct discussions in connection with raising financing for the Business or entering into any sub-lease agreements.

**SECTION 16. LANGUAGE AND COUNTERPARTS**

16.1 This Agreement is made in the English language, which shall prevail over any other languages (including the language of the Republic of the Union of Myanmar) into which this Agreement may be translated.

16.2 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement but all counterparts shall together constitute one and the same instrument.

**SECTION 17. DISPUTE RESOLUTION**

17.1 The Parties shall, in the first instance, use their best efforts to resolve or settle all disputes which may arise out of or in connection with this Agreement through good faith discussions and negotiations between the Parties, which shall be conducted in the English language.

17.2 Notwithstanding Section 17.1, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 17.

17.3 The tribunal shall consist of three (3) arbitrators. Each Party shall appoint one (1) arbitrator, and these two arbitrators shall together appoint the third arbitrator.

17.4 The place of arbitration shall be Singapore and the language of the arbitration shall be English.

17.5 The decision of the arbitrators shall be binding and the losing party shall bear the costs of the arbitration.

**SECTION 18. GOVERNING LAW**

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar.

**SECTION 19. MISCELLANEOUS**

19.1 If any provisions of this Agreement shall be declared invalid, unenforceable or illegal by any court or arbitral tribunal, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

19.2 None of the provisions of this Agreement shall be deemed waived by either Party except when such waiver is given in writing. The failure by either Party to insist upon strict performance of any of the provisions of this Agreement or provided by the law or take advantage of any of its rights under this Agreement or provided by the law, shall not be construed as a waiver of any such provisions or as the relinquishment of any such rights for the future.

In witness thereof, this Agreement is signed on the [●] day of [●], 2018 by:

| **Lessor:** | **Lessee:** |
|---|---|
| For and on behalf of | For and on behalf of |

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

By: ______________________________

Name: Mr. Kyaw Min Lwin
Date: [●]

**Witness:**______________________________

Name: Mr. Prommest Khunakornweerakul

**Green Palm Oil Plantation Company Limited**

By:______________________________

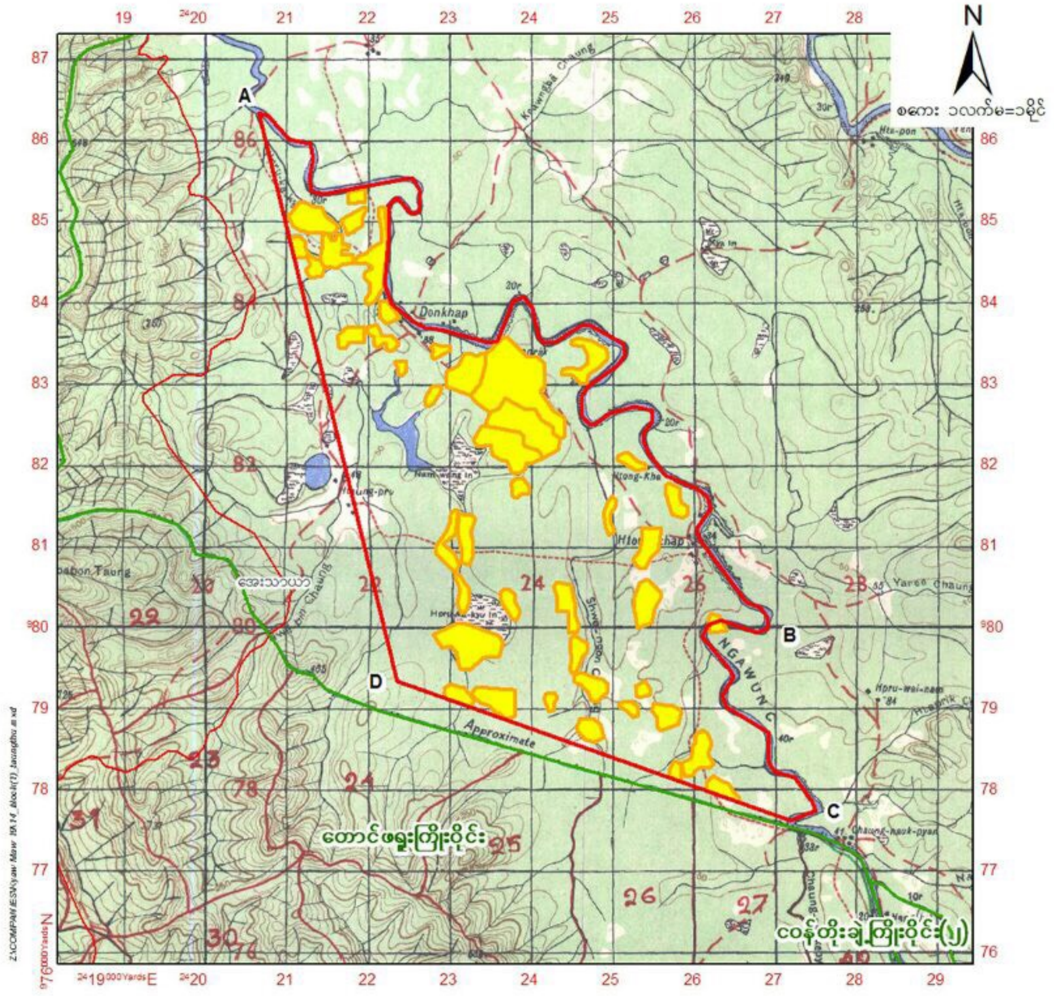
Name: Mr. Prapol Phornprapha
Date: [●]

**Witness:**______________________________

Name: Mrs. Angkana Somchue

# ANNEX A
# LAND DOCUMENTS

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၄၈၆၄)ဧက၏ တည်နေရာပြမြေပုံ




| ရည်ညွှန်းချက် | | |
|---|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | | |
| လျှောက်ထားသည့်ဧရိယာ | ၄၈၆၄ | ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၉၆၉ | ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၃၈၉၅ | ဧက |
| လမ်း | | |
| မြစ်/ချောင်း | | |
| ကျေးရွာ | | |

မြေပုံညွှန်း - 96 M/1

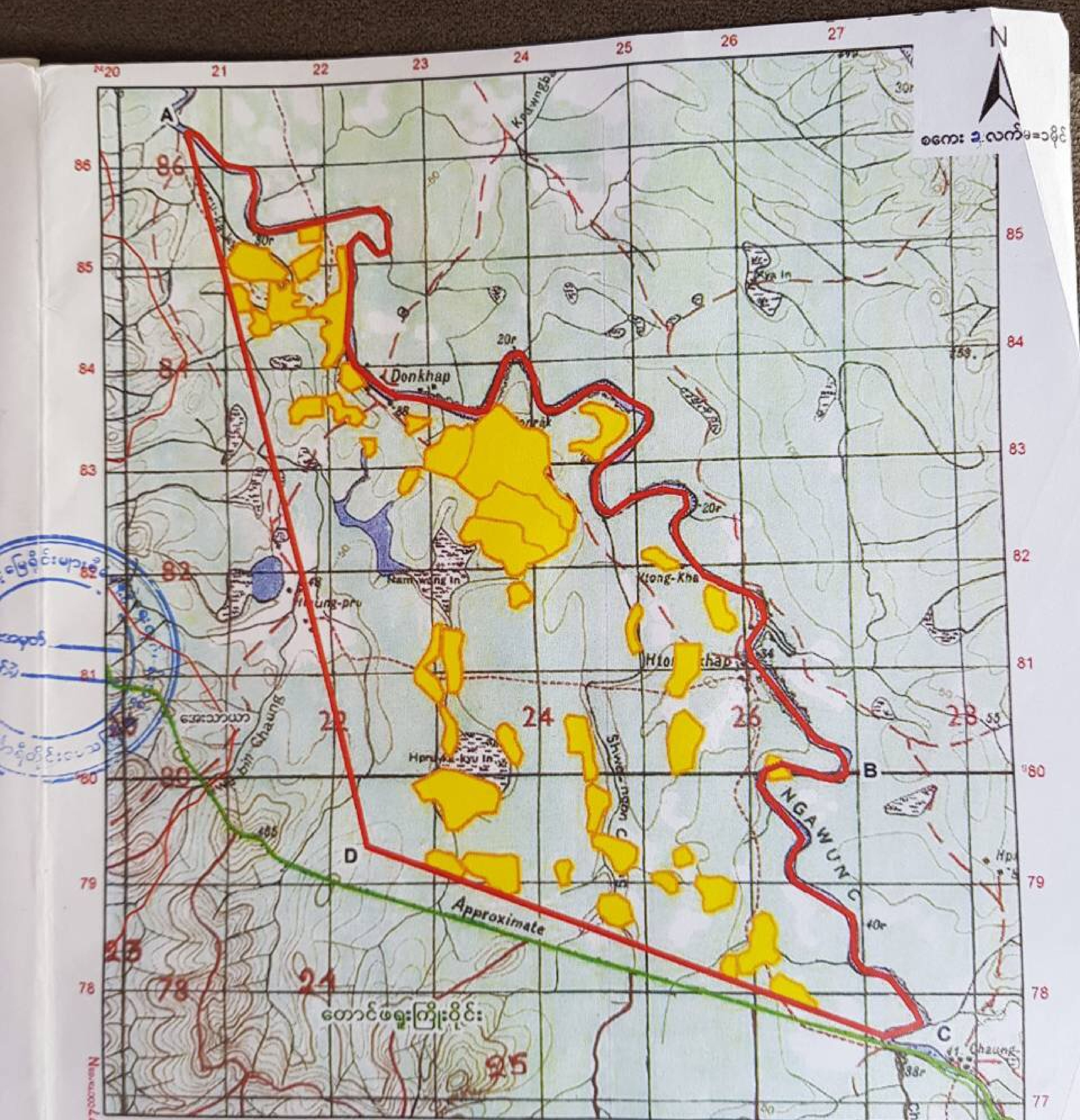
A - 206864
B - 269800
C - 275777
D - 223793

**ANNEX B**
**CONCESSION CERTIFICATE**

***The copy of document set for Concession Certificate is attached herewith 'certified true copy' by authorized person.***

**ANNEX C**
**LAND SURVEY MAP**

**ANNEX D**
**THE LESSEE'S BOARD OF DIRECTORS' RESOLUTION**



စကေး ၁:လက်မ=၁မိုင်
N
A
B
C
D
Donkhap
Ntong-Kha
Hpruka-kyu In
Nam-wang In
Shwe-ngon C
NGAWUN C
Approximate
ဘောင်ဖရွှေးကြိုးဝိုင်း

ဖြန့်ဝေခြင်း

- Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd
  (101)၊ တိုက် (E)၊ အနော်ရထာအိမ်ယာ၊ ပြည်လမ်း၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်မြို့

မိတ္တူကို

- ဥက္ကဋ္ဌ၊ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
- ညွှန်ကြားရေးမှူးချုပ်၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန
- တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန၊ တနင်္သာရီတိုင်းဒေသကြီး
- မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ တနင်္သာရီမြို့နယ်
- ရုံးလက်ခံ။

မြေစာရင်းပုံစံ – ၁၀၅

2016 - 145883

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ — သောလက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

DALMS

ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်
ရုံးခွန်တံဆိပ်ခေါင်း
၅၀ ကျပ် K 50

| | |
|---|---|
| တိုင်းဒေသကြီး/ပြည်နယ်<br>တနင်္သာရီတိုင်းဒေသကြီး | |
| ခရိုင်<br>မြိတ် | |
| မြို့နယ်/မြို့နယ်ခွဲ<br>တနင်္သာရီ | |
| ရပ်ကွက်/ကျေးရွာအုပ်စု<br>သိန်ခွန်း | |
| ကွင်း/အကွက်အမှတ်နှင့်အမည်<br>၉.၀၁၁ (သိန်ခွန်းကျေးတိုင်မြင်) | |
| ဦးပိုင်အမှတ်/မြေကွက်အမှတ်<br>– | |

**ရည်ညွှန်းချက်**

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| ကြိုးဝိုင်းနယ်နိမိတ် | |
| လျှောက်ထားသည့်ဧရိယာ | ၄၈၆၄ ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၉၆၉ ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၃၉၉၅ ဧက |
| လမ်း | |
| မြစ်/ချောင်း | |
| ကျေးရွာ | |

မြေပုံညွှန်း - 96 M/1
A - 206864
B - 269800
C - 275777
D - 223793

| ဦးပိုင်အမှတ် | အခွန်စည်းကြပ်ခံရသူ/ပိုင်ရှင်/ဂရန်ရှင်/အငှားဂရန်ရှင်အမည် | ပိုင်ဆိုင်ခွင့် | မြေမျိုးနှင့်အတန်း | ဧရိယာ (ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|
| – | – | အစိုးရ | တောရိုင်း | ၃၉၉၅.၀၀ | |

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|---|---|
| ရေးကူးပေးသည့်အကြောင်းအရာ | ဆီအုန်းစိုက်ပျိုးရန်အတွက်၊ မြေလွတ်၊ မြေရိုင်းလုပ်ကိုင်ခွင့်လျှောက်ထားရန် |

(အထက်ဖေါ်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်)

လျှောက်ထားသူအမည် - ဦးကျော်မင်းလွင် ( Kyaw Maw 19 Co. Ltd )

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၈.၁၀.၂၀၁၇

လျှောက်ထားသူသို့ထုတ်ပေးသည့်နေ့စွဲ - ၂၇.၁၀.၂၀၁၇

ယခုအထက်တွင်ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော( ၂၀၁၇ )ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ -

ရုံးတံဆိပ်

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ

စိစစ်တတည်ပြုပါသည်၊

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ် နေ့စွဲ

## စည်းကမ်းချက်များ

၁။ လုပ်ပိုင်ခွင့်ရရှိသူသည် ဤအမိန့်စာထုတ်သည့်နေ့မှစ၍ ၄ နှစ်အတွင်း ခွင့်ပြုသည့် မြေဧရိယာအားလုံးကို အပြည့်အဝ လုပ်ကိုင်ရမည်။

လုပ်ပိုင်ခွင့်ပြုသည့် မြေလွတ်၊ မြေလပ်၊ မြေရိုင်းဧရိယာအနက် တစ်နှစ်လျှင်အနည်းဆုံးမည်မျှစိုက်ပျိုး လုပ်ကိုင်ရမည်ဟုသတ်မှတ်ခြင်း။

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|---|---|
| ပထမနှစ် | ---------- ၅၈၄.၂၅ ဧက ---------- |
| ဒုတိယနှစ် | ----------၁၁၆၈.၅၀ ဧက---------- |
| တတိယနှစ် | ----------၁၁၆၈.၅၀ ဧက---------- |
| စတုတ္ထနှစ် | ----------၅၇၃.၇၅ ဧက---------- |

မှတ်ချက်။ အထက်ပါအတိုင်း လုပ်ကိုင်သည့်ဧရိယာကို တွက်ချက်ရာတွင် စိုက်ပျိုးမှုအတွက် အသုံးပြုသော အဆောက်အအုံ၊ လမ်းများနှင့်တကွ လျှော့ကျထားသော (- **နှစ်ရှည်** -)ပင် စိုက်ပျိုးရန်မသင့်ဟု သက်ဆိုင်ရာအာဏာပိုင်က ဆုံးဖြတ်သည့် ဧရိယာတို့ မပါဝင်စေရ။

၂။ ခွင့်ပြုထားသည့်မြေကို (- **နှစ်ရှည်** -) ပင် စိုက်ပျိုးမှုအတွက်သာလျှင် အသုံးပြုရမည်။ အခြားသီးနှံများအား (- **နှစ်ရှည်** -)ပင် စိုက်ပျိုးအောင်မြင်မှုကို အနှောင့်အယှက်မဖြစ်ဟု သက်ဆိုင်ရာက ပြဋ္ဌာန်းမှသာလျှင် စိုက်ပျိုးခွင့်ရှိသည်။

၃။ ခွင့်ပြုထားသည့်မြေကို သတ်မှတ်ထားသောလုပ်ငန်းမှအပ အခြားလုပ်ငန်းမလုပ်ကိုင်ရ။ အကယ်၍ ပြောင်းလဲလုပ်ကိုင်လိုလျှင် ကြိုတင်ခွင့်ပြုချက်ရယူရမည်။

၄။ သတ်မှတ်ထားသော အာမခံကြေးကို ပေးသွင်းရမည်။

၅။ မိမိလုပ်ပိုင်ခွင့် ရရှိသည့်မြေအတွက် သတ်မှတ်ထားသော မြေခွန်ကို သတ်မှတ်ကာလအတွင်း အပြေအကျေ ပေးဆောင်ရမည်။

၆။ ခွင့်ပြုထားသည့်မြေပေါ်တွင် လုပ်ကိုင်ရမည့်လုပ်ငန်းကို သတ်မှတ်ထားသောအချိန်အတွင်း ပြီးစီးအောင်လုပ်ကိုင်ရမည်။ အကယ်၍ သတ်မှတ်ထားသည့်ကာလအတွင်း မူလတင်ပြထားသော လုပ်ငန်းအစီအစဉ်အတိုင်း ဆောင်ရွက်ခြင်း မရှိပါက တင်သွင်းထားသော အာမခံကြေးကို နိုင်ငံတော်ဘဏ္ဍာငွေအဖြစ် လိုအပ်သလို သိမ်းယူခြင်းခံရမည့်အပြင် လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ပေးထားသော မြေကို ပြန်လည်သိမ်းယူခြင်းခံရမည်။

၇။ ခွင့်ပြုထားသည့်မြေကို ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ခွင့်ပြုချက်မရရှိဘဲ ရောင်းချခြင်း၊ ပေါင်နှံခြင်း၊ ပေးကမ်းခြင်း၊ အငှားချထားခြင်း၊ အခြားနည်းဖြင့် လွှဲပြောင်းခြင်း သို့မဟုတ် ခွဲစိတ်ခြင်းမပြုရ။

၈။ ခွင့်ပြုထားသည့်လုပ်ငန်းအမျိုးအစားနှင့် ယင်းနှင့်ဆက်နွယ်လျက်ရှိသော စီးပွားရေးလုပ်ငန်းကိုသာ လုပ်ကိုင်ရမည်။

၉။ ခွင့်ပြုချက်ရရှိထားသော လုပ်ငန်းမှအပ မြေပေါ်မြေအောက်ရှိ အခြားသယံဇာတပစ္စည်းများကို ထုတ်ယူခြင်းမပြုရ။

၁၀။ ခွင့်ပြုထားသောမြေအတွင်း သယံဇာတပစ္စည်းများနှင့် ရှေးဟောင်းယဉ်ကျေးမှု အမွေအနှစ်များ တွေ့ရှိ၍ ပြည်ထောင်စုအစိုးရအဖွဲ့က လိုအပ်လျှင် ခွင့်ပြုထားသော မြေအနက် လိုအပ်မည့်မြေဧရိယာကို ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုအစိုးရ ညွှန်ကြားသည့်အတိုင်း ပြန်လည်အပ်နှံရမည်။

၁၁။ ခွင့်ပြုထားသောမြေအတွင်း နိုင်ငံတော်၏အကျိုးငှာ အခြေခံအဆောက်အအုံ စီမံကိန်း သို့မဟုတ် အထူးစီမံကိန်းလုပ်ငန်းများ ဆောင်ရွက်ရန်လိုအပ်ခြင်းအတွက် ခွင့်ပြုထားသောမြေအနက် လိုအပ်မည့်မြေဧရိယာကို ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုအစိုးရအဖွဲ့က ညွှန်ကြားသည့်အတိုင်း ပြန်လည်အပ်နှံရမည်။

၁၂။ မြေယာလုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့် ရရှိပြီးနောက် ဆက်လက်လုပ်ကိုင်အသုံးပြုနိုင်ခြင်း မရှိပါက ဗဟိုကော်မတီသို့ ပြန်လည်အပ်နှံရမည်။

၁၃။ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများ စီမံခန့်ခွဲရေးဗဟိုကော်မတီ၏ (၃၁-၁-၂၀၁၈)ရက်နေ့ အစည်းအဝေးအမှတ်စဉ်( ၁၀ /၂၀၁၈ )ဆုံးဖြတ်ချက်အမှတ် --၃၁(၃၁)--အရ လက်မှတ်ရေးထိုး ထုတ်ပေးခြင်းဖြစ်ပါသည်။ (ယာယီဗဟိုအဖွဲ့အတည်ပြုချက်အရ အာမခံကြေးပေးသွင်းပြီး ဖြစ်၍ ဗဟိုကော်မတီ၏ (........)ရက်စွဲပါ အစည်းအဝေးဆုံးဖြတ်ချက်အပိုဒ် ( ) အရ ခွင့်ပြုမိန့် ထုတ်ပေးခြင်းဖြစ်သည်။)

စာအမှတ်၊ ၁၉ / မလရ-၁၆( ၀၀၄ /၂၀၁၈)
ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊ ဖေဖော်ဝါရီလ (၂၈) ရက်

ရုံးတံဆိပ်

ဥက္ကဋ္ဌ/အတွင်းရေးမှူး
မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

**မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ**

**နှစ်ရှည်ပင်၊ ဥယျာဉ်ခြံသီးနှံ စိုက်ပျိုးမှုအတွက် လုပ်ပိုင်ခွင့်ပြုသော ခွင့်ပြုမိန့်**

လုပ်ငန်းစာတွဲအမှတ်----**၀၀၃**/မလ/----၂၀၁၇-၂၀၁၈---ခုနှစ်၊ မှတ်ပုံတင်စာရင်းစာအုပ်တွင် ၂၀ --၁၇--- ၂၀----**၁၈**--- ခုနှစ် အမှတ်စဉ် ------**၁၉၆**------ အဖြစ် ရေးသွင်းပြီး။

အောက်ပါဇယားတွင်ဖော်ပြသော ဧက---**၃၈၉၅.၀၀**---ခန့်ရှိ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းကို ကျောဘက်တွင် ဖော်ပြထားသည့် စည်းကမ်းချက်များနှင့်အညီ ----**ရန်ကုန်**---- တိုင်းဒေသကြီး/ ပြည်နယ်၊ ---**အနောက်ပိုင်း**---ခရိုင်၊ ---**ကမာရွတ်**---- မြို့နယ်၊ ---**(101)၊ တိုက် (E)၊ အနော်ရထာအိမ်ရာ၊** **ပြည်လမ်း** ---ရပ်ကွက်/ ကျေးရွာနေ ဦး--**သောင်းစိန်**--၏ သား/သမီး ဦး/ဒေါ်/အဖွဲ့အစည်း ----**Kyaw Maw 19 Enterprise Manufacturing Co.,Ltd**---- အား **(နှစ်ရှည်ပင်)**-- စိုက်ပျိုးရန် (၂၀၁၈ မှ ၂၀၄၈ ထိ) နှစ်ပေါင်း ( **၃၀** ) နှစ် လုပ်ပိုင်ခွင့်ပြုလိုက်သည်။

**လုပ်ပိုင်ခွင့်ပြုသည့် မြေလွတ်၊ မြေလပ်၊ မြေရိုင်းနှင့်စပ်လျဉ်းသည့် အချက်အလက်များ**

-----**တနင်္သာရီ**---- တိုင်းဒေသကြီး/ပြည်နယ်၊ --- **မြိတ်** ---ခရိုင်၊ --- **တနင်္သာရီ**--- မြို့နယ်

| ရပ်ကွက်/ ကျေးရွာအုပ်စု | ကွင်း | | ဦးပိုင်/ မြေကွက် အမှတ် | ဧရိယာ | | * နယ်နိမိတ် |
|---|---|---|---|---|---|---|
| | အမှတ် | အမည် | | ဧက | ဒသမ | |
| ၁ | ၂ | ၃ | ၄ | ၅ | ၆ | ၇ |
| သိန်ခွန်း | ၉-OSS | သိန်ခွန်းကြေးတိုင်ပြင် | - | ၃၈၉၅ | ၀၀ | သက်သေခံမြေပုံ အတိုင်း |
| | | | | **၃၈၉၅** | **၀၀** | |

* သက်သေခံမြေပုံရှိလျှင် **"သက်သေခံမြေပုံအတိုင်း"** ဟု ရေးပါ။

# LOAN AGREEMENT

Between

**SING KHON PALM OIL PTE. LTD.**

And

**GREEN PALM OIL PLANTATION COMPANY LIMITED**

**[•] 2018**

CHARIN associates

**Charin & Associates Limited**
16th Floor, Unit 1609-1610, Park Ventures Ecoplex
57 Wireless Road, Lumpini, Patumwan
Bangkok, Thailand 10330

This Loan Agreement ("**Agreement**") is made on [•] 2018 in Bangkok, Thailand between:

**PARTIES:**

**Sing Khon Palm Oil Pte. Ltd.**, a company incorporated under the laws of Singapore and having its registered office at 1003, Bukit Merah Central #06-39, Singapore 159836 (hereinafter referred to as "**Lender**"); and

**Green Palm Oil Plantation Company Limited**, a company incorporated under the laws of Myanmar and having its registered office at Level 10, Unit 01-05, Junction City Office Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar (hereinafter referred to as "**Borrower**"),

The Lender and the Borrower are hereinafter collectively referred to as the "**Parties**", and each individually referred to as a "**Party**".

**RECITALS:**

(a) The Lender is a shareholder in Green Palm Oil Plantation Company Limited;

(b) The Borrower wishes to borrow up to the amount of US$7,798,750 (Seven Million Seven Hundred Ninety Eight Thousand and Seven Hundred Fifty United States Dollars) (the "**Loan**"), and the Lender has agreed to lend such Loan to the Borrower; and

(c) The Parties wish to record the terms and conditions of the loan by this Agreement as follows:

**OPERATIVE PROVISION:**

## 1. Interpretation

1.1. In this Agreement except where the context otherwise requires:

(a) Headings to clauses are for the purpose of more convenient reference only and do not form part of this Agreement or affect its interpretation;

(b) **"Business Day"** means any day other than Saturday, Sunday, or other days on which commercial banks are generally open for business in Thailand and/or Singapore and/or Myanmar; and

(c) **"Payment Date"** means a date which the Loan is repaid on demand being made by the Lender.

## 2. The Loan

2.1. Amount

Subject to the terms and conditions of this Agreement, the Lender agrees to lend, and the Borrower agrees to borrow up to the principal amount of US$7,798,750 (Seven Million Seven Hundred Ninety Eight Thousand and Seven Hundred Fifty United States Dollars ) (the "**Loan**") for the purpose of funding the Borrower for business operation.

The Borrower may drawdown the Loan in several tranches on any Business Day, provided that for each drawdown:

(a) there is no material adverse effect on (i) the ability of the Borrower to perform its obligations under this Agreement or (ii) the validity or enforceability of this Agreement; and

(b) the Lender shall have received a duly executed written notice of drawdown, substantially in the form of **Schedule A** not later than One (1) Business Day before each drawdown date.

The notice of drawdown once received by the Lender shall be irrevocable and, subject to the terms of this Agreement, the Borrower and the Lender shall be bound to effect the drawing and the lending of the Loan in accordance therewith and herewith. Against the Loan, the Borrower shall deliver to the Lender a duly executed written receipt of the Loan, substantially in the form of **Schedule B**.

2.2. Term

Unless the Lender agrees to extend, the term of this Loan shall be twelve (12) years from the execution date of this Agreement.

2.3. Interest

(a) The Loan shall bear interest at the rate of seven percent (7%) per annum and shall be calculated based upon the principal amount of each tranche of the Loan from and including the drawdown date to but excluding the date of repayment.

(b) The Parties agree that the interest rate specified in Clause 2.3(a) is subject to an annual review by the Lender. In this connection, the Lender, in its discretion, may change the interest rate, provided that the Lender shall notify the Borrower in writing, substantially in the form of **Schedule C**, at least 30 (Thirty) days in advance before implementing any changes to the interest rates.

2.4. Disbursement

The Lender will disburse the Loan within Three (3) Business Days upon receipt of the notice of drawdown through the Borrower's bank account, unless otherwise agreed by both Parties.

## 3. Repayment

3.1. Subject to Clause 3.2, the Borrower agrees to repay to the Lender the outstanding principal in accordance with **Schedule D** and all accrued interest during the term of this Loan.

3.2. The Lender may, at its absolute discretion, declare early maturity of the Loan at any time and send a repayment notice in writing to the Borrower thirty (30) days in advance to request the Borrower to repay part or all of the Loan outstanding, together with all interest accrued and any other amounts owing (if any), shall be repaid on demand being made by the Lender on the Payment Date.

3.3. Default interest on unpaid amounts due will accrue on a day-to-day basis from the Payment Date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the then maximum allowable annual interest rate .

3.4. All sums payable by the Borrower under the terms of this Agreement shall be paid in United States Dollars (US$) in full and shall be paid free and clear of any tax, cost on account of bank remittance, or any other cost or liability, so that the Lender will receive the equivalent of the full amount of the fees due, or other methods at the Lender's discretion.

3.5. Pre-Payment: The Borrower may choose to pre-pay the full loan amount due by agreeing in writing with the Lender on all outstanding amounts and paying that amount to the Lender before the Payment Date.

3.6. There will be no additional fees or penalties incurred by the Borrower for pre-payment.

## 4. Representations and Warranties

4.1. The Borrower represents and warrants to the Lender as follows:

(a) **Status.** It is duly incorporated and existing under the laws of its jurisdiction of incorporation;

(b) **Power and Capacity.** It has the power and capacity to carry on its business, to own its property and assets, and to enter into and perform its obligations under this Agreement;

(c) **Due Authorization and Execution.** It has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

(d) **No Contravention.** The execution and delivery of this Agreement and the performance by it of its obligations thereunder does not and will not contravene, breach or result in any default under its articles, bylaws or any of its other documents, any material contract to which it is a party or by which it is bound as of the date hereof, or any applicable law;

(e) **No Consents Required.** No authorization, consent or approval of, or filing with or notice to, any person (including any governmental body) is required in connection with the making of the Loan or the execution, delivery or performance by it of this Agreement;

(f) **Enforceability.** This Agreement constitutes a valid and binding obligation of it enforceable against it in accordance with its terms;

(g) **Ownership of Assets**. The Borrower has good and marketable title to its assets, free and clear of all liens;

(h) **No Default**. No default or event of default has occurred and is continuing or would result from the entering into of this Agreement; and

(i) **Compliance with Laws**. It has operated its business in compliance with all applicable laws in all material respects.

4.2. The Borrower covenants that the representations and warranties made by it in Clause 4.1 shall be true and correct on the day of this Agreement and at all times until all sums payable by the Borrower under this Agreement repaid in full, with the same effect as if such representations and warranties had been made and given on and as of each day, notwithstanding any investigation made at any time by or on behalf of the Lender.

4.3. If the Lender at any time becomes aware of a matter or circumstance which may give rise to a claim that any of the representations and warranties made by in Clause 4.1 is, or is alleged to be, untrue or inaccurate, and the Lender wishes to claim damages from the Borrower, the Lender shall have given notice to the Borrower specifying that matter or circumstance in reasonable details as soon as reasonably practicable after it becomes aware of the matter or circumstance. The Borrower shall indemnify the Lender from and against any and all adjudged loss, liability, or reasonable cost suffered by the Lender in relation to or in connection with any breach of the representations and warranties by the Borrower in this Agreement.

## 5. Events of Default

The Borrower agrees and acknowledges that the whole amount of the Loan outstanding and all other moneys payable will immediately become due and payable in each case at the option of the Lender by giving notice or demand, upon the occurrence of any one or more of the following events:

(a) if the Borrower fails to pay any amount payable to the Lender on the Payment Date under this Agreement;

(b) if the Borrower fails to perform any of its material obligations under this Agreement;

(c) a petition is presented or any proceedings are commenced or an order is made or a resolution is passed or a notice is issued convening a meeting for the purpose of passing any resolution, or any other step is taken (i) for the winding-up, insolvency, administration, bankruptcy or reorganisation of the Borrower or (ii) for the appointment of a liquidator, administrator, administrative receiver or receiver of the Borrower or any of its assets;

(d) the Borrower stops payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or ceases to carry on its business; or

(e) there shall occur, in the Lender’s sole discretion, a material adverse effect to the Borrower

## 6. Encumbrances

From the date of this Agreement, the Borrower shall not create any additional loan or encumbrance over its assets, properties or business without the prior written consent of the Lender.

## 7. Costs

7.1. The Borrower must pay any stamp duty or other taxes which is payable in connection with the execution or performance of this Agreement (if any).

7.2. Each Party shall bear its own costs in relation to the preparation, execution, and enforcement of this Agreement.

## 8. Waiver

8.1. Any waiver of a breach of this Agreement must be in writing signed by the Party granting the waiver, and will be effective only to the extent specifically set out in that waiver.

8.2. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof. Rights, powers and remedies available under this Agreement are cumulative and do not exclude those provided by law.

## 9. Borrower and Lender Promise

9.1. Both Parties are relying on the fact that all truths have been disclosed in connection with any statements or material that have made or provided concerning this Agreement. It is agreed that:

(a) The Borrower has not made a false or misleading representations and warranties.

(b) The Borrower and the Lender have entered into this Agreement freely, and that both Parties understand the obligations and responsibilities under this Agreement.

## 10. No Assignment of Rights or Obligations

The Borrower must not assign its rights or obligations under this Agreement without obtaining the Lender's prior written consent. The Parties agree that the Lender may at any time assign its rights or obligations under this Agreement without the consent of the Borrower.

## 11. Entire Agreement

11.1. This Agreement contains its entire understanding of the Parties as to its subject matter and there is no other understanding, agreement, warranty or representation whether expressed or implied in any way defining or extending or otherwise relating to these provisions or any of the matters to which this Agreement relates.

11.2. This Agreement may only be altered in writing and signed by all parties.

## 12. Confidentiality

The Borrower and the Lender will not disclose the contents of this Agreement, and any related documents to any third-parties without the written permission of the other. It is however provided that the Borrower and the Lender may disclose the information to their legal counsels, accountants, or other professional advisors, or except as may be otherwise provided by law or court order.

## 13. Governing Law and Jurisdiction

13.1. This Agreement is governed by and is to be construed in accordance with the laws of the Thailand.

13.2. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of Thai courts, without giving effect to principles of conflicts of law. Nothing in this Agreement shall limit the right of the Lender to commence any legal action against the Borrower and/or its assets in any other jurisdiction and the taking of proceedings in any jurisdiction shall not preclude the Lender from taking proceedings in any other jurisdiction whether concurrently or not.

## 14. Notice

14.1. A Party giving or serving or notifying under this Agreement must do so in writing:

(a) Directed to the recipient's address as stated at the beginning of this Agreement, as varied by any notice; and

(b) Hand delivered or sent by registered post.

## 15. Completion

After all repayments due to the Lender under the terms and conditions of this Agreement are duly and fully paid by the Borrower it will be understood that this Agreement will be fulfilled in whole without the need for any further action or documentation to be provided by either Party.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the Parties by their duly authorized representatives as of the date first above written.

**THE LENDER**

SIGNED for and on behalf of

**Sing Khon Palm Oil Pte. Ltd.**

______________________________

(Mr. Prapol Phornprapha)

Witness:________________________

(Mrs. Angkana Somchue)

**THE BORROWER**

SIGNED for and on behalf of

**Green Palm Oil Plantation Company Limited**

______________________________

(Mr. Prapol Phornprapha)

Witness:________________________

(Mrs. Jutaporn Pongsuparbchon)

## SCHEDULE A

### Notice of Drawdown

[*Insert Date*]

To: **Sing Khon Palm Oil Pte. Ltd.** ("**Lender**")

Re: Loan Agreement dated [•] 2018 ("**Loan Agreement**")

Dear Sir,

1. We refer to the Loan Agreement. Terms defined in the Loan Agreement shall have the same meaning when used in this Notice of Drawdown.

2. We wish to borrow the Loan from the Lender on the following terms:

| | |
|---|---|
| Proposed Drawdown Date: | [*Insert Date*] (or, if that is not a Business Day, the next Business Day) |
| Amount: | US$ [*Insert Amount*] ([*Insert Amount*] United States Dollars) |
| Interest Rate: | [*Insert Rate*]% |

3. The proceeds of this Loan should be credited to [*Insert Details of Account*].

Yours faithfully

SIGNED for and on behalf of
**Green Palm Oil Plantation Company Limited**

By: ______________________________

(Mr. Prapol Phornprapha)

**SCHEDULE B**

**Receipt**

[*Insert Date*]

To: **Sing Khon Palm Oil Pte. Ltd.** ("**Lender**")

Re: Loan Agreement dated [•] 2018 ("**Loan Agreement**")

Dear Sir,

1. We refer to the Loan Agreement. Terms defined in the Loan Agreement shall have the same meaning when used in this Receipt.

2. This is to confirm that on [*Insert Date*], we, Green Palm Oil Plantation Company Limited as the Borrower under the Loan Agreement, have duly received from the Lender the sum of US$ [*Insert Amount*] ([*Insert Amount*] United States Dollars)

Yours faithfully

SIGNED for and on behalf of
**Green Palm Oil Plantation Company Limited**

By: ______________________________

(Mr. Praapol Phornprapha)

## SCHEDULE C

## Notice of Interest Rate Change

[*Insert Date*]

To: **Green Palm Oil Plantation Company Limited** ("**Borrower**")

Re: Loan Agreement dated [•] 2018 ("**Loan Agreement**")

Dear Sir,

1. We refer to the Loan Agreement. Terms defined in the Loan Agreement shall have the same meaning when used in this Notice of Interest Rate Change.

2. Subject to the terms of the Loan Agreement, we are entitled to review the interest rate specified in Clause 2.3(a) annually whereby we are obliged to inform you in writing at least 30 (thirty) days in advance before implementing any changes to the interest rate.

3. We wish to notify the Borrower of the changes to interest rates effective from [*Insert Date (at least 30 days after the date of this notice)*] will be:

   Interest Rate: [*Insert Rate*]%.

Yours faithfully

SIGNED for and on behalf of
**Sing Khon Palm Oil Pte. Ltd.**

By: ______________________________

(Mr. Prapol Phornprapha)

**SCHEDULE D**

**Repayment Schedule**

| Year of the term of Loan | Calendar Year | Principal Repayment (US$) | Interest (Subject to any changes under Clause 2.3(a) of the Agreement) | Outstanding Principal Amount (US$) |
|---|---|---|---|---|
| 1st | 2018 | 0 | 7% | 7,798,750.00 |
| 2nd | 2019 | 0 | 7% | 7,798,750.00 |
| 3rd | 2020 | 0 | 7% | 7,798,750.00 |
| 4th | 2021 | 0 | 7% | 7,798,750.00 |
| 5th | 2022 | 0 | 7% | 7,798,750.00 |
| 6th | 2023 | 850,000 | 7% | 6,948,750.00 |
| 7th | 2024 | 1,100,000 | 7% | 5,848,750.00 |
| 8th | 2025 | 1,100,000 | 7% | 4,748,750.00 |
| 9th | 2026 | 1,300,000 | 7% | 3,448,750.00 |
| 10th | 2027 | 1,600,000 | 7% | 1,848,750.00 |
| 11th | 2028 | 1,700,000 | 7% | 148,750.00 |
| 12th | 2029 | 148,750 | 7% | 0.00 |

# SUPPLEMENTAL AGREEMENT

to the Joint Venture Agreement dated 22 May 2017

Between

**Sing Khon Palm Oil Pte. Ltd.**

**Mr. Prapol Phornprapha**

**Mr. Kawee Nganthavee**

And

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

**28 March 2018**

CHARIN associates

Charin & Associates Limited
16th Floor Unit 1609-1610, Park Ventures Ecoplex
57 Wireless Road, Lumpini, Pathumwan
Bangkok 10330 Thailand

**This Supplemental Agreement** (the "**Supplemental Agreement**") is made on the 28th day of March, 2018, between:

**PARTIES**

**Sing Khon Palm Oil Pte. Ltd.**, a company incorporated under the laws of Singapore and having its registered office at 1003, Bukit Merah Central #06-39, Singapore 159836 ("**Sing Khon**");

**Mr. Prapol Phornprapha**, residing at No. 102, Soi Sukhumvit 55 (Thonglor), Klongton Nua, Wattana, Bangkok 10110 Thailand ("**Mr. Prapol**");

**Mr. Kawee Nganthavee**, residing at No. 25/2, Soi Phasuk, Chaofa Road, Talad Nua, Muang, Phuket, 83000 Thailand ("**Mr. Kawee**"); and

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**, a company incorporated under the laws of Myanmar and having its registered office at No. 96, Shwe Yin Aye Kyaung Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Township, Yangon, Myanmar ("**Kyaw Maw 19**"),

Sing Khon, Mr. Prapol, Mr. Kawee and Kyaw Maw 19 are hereinafter collectively referred to as the "**Parties**" or the "**Shareholders**", and each individually referred to as a "**Party**" or "**Shareholder**", including its successors in title, permitted assigns and permitted transferees.

**RECITALS**

(A) Sing Khon, Mr. Prapol, Mr. Kawee and Kyaw Maw 19 have previously entered into the joint venture agreement dated 22 May 2017 (the "**JVA**") relating to the ownership and operation of Green Palm Oil Plantation Company Limited upon the terms and subject to the conditions of the JVA.

(B) The Parties therefore have agreed to make amendments to the JVA on the terms and subject to the conditions of this Supplemental Agreement which is supplemental to the JVA.

**IT IS AGREED**

**1 Definitions and Interpretation**

1.1 Unless defined herein otherwise, the terms and definitions set forth by the JVA shall have the same meaning under this Supplemental Agreement.

In addition, in this Supplemental Agreement:

"**Land No. 1**" means the lands on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 the Land Concession as detailed in Schedule 1 and indicated as "Layout of Land No. 1";

"**Land No. 2**" means the lands on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 the Land Concession as detailed in Schedule 2 and indicated as "Layout of Land No. 2";

"**Land No. 3**" means the lands on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 the Land Concession as detailed in Schedule 3 and indicated as "Layout of Land No. 3"; and

"**Future Land(s)**" means any other land(s) (save for Land No. 1, Land No. 2, and Land No. 3) on which the relevant authorities in Myanmar grants to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 any Land Concession.

1.2 This Supplemental Agreement is deemed to be an integral part of the JVA. Except as expressly set out herein, the JVA shall continue in full force and effect in accordance with its terms, provisions and conditions. In case of any contradiction between the Supplemental Agreement and the JVA, the provisions of the Supplemental Agreement shall apply and prevail that of the JVA.

## 2 Amendments to the Joint Venture Agreement

Clause 6.4 (c) of the JVA be and is hereby amended with effect from the date of this Supplemental Agreement by the deletion of the paragraph in its entirety and the insertion of the following in substitution therefor:

"(c) Land Concession to be transferred or subleased to the Company in accordance with Clause 4.4.2, whereby Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 agrees to be bound and comply with the following terms and conditions:

(i) in case where the Land Concession for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) is granted to Kyaw Maw 19 or an Affiliate of Kyaw Maw 19, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall transfer the Land Concession to the Company to the extent as permitted by Myanmar laws;

(ii) in case the Land Concession cannot be transferred to the Company under paragraph (i) above, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 (as the case maybe) shall sub-lease each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) to the Company, in compliance with the following the terms and conditions:

(a) term of lease for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) shall be the same term of the Land Concession including any renewal thereof for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) to the extent permitted by Myanmar laws;

(b) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 complies with all applicable conditions and laws to ensure the Land Concession remains valid; and

(c) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 agrees to take all actions (including but not limited to properly register the sub-lease agreement with the Relevant Authorities) to effectuate such sub-lease agreement in full force and effect.

(iii) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be entitled to the initial concession fee for the transfer of Land Concession or initial sublease fee for the sublease (as may be applicable) which shall be calculated by USD243 per an acre based on the lesser of (i) the actual land area being sub-leased to the Company; or (ii) the land area specified in each Land Concession (the "**Initial Fees**");

(iv) The Initial Fees shall be paid upon completion of the following milestones, unless otherwise waived by the Company:

| Milestone of Payment | Proportion of Initial Fees | | |
|---|---|---|---|
| | **Land No. 1** | **Land No. 2** | **Land No. 3** |
| **Deposit** | 5% | 5% | 5% |
| **Upon obtaining the Land Concession and entering into a sub-lease agreement** | 95% | 70% | 70% |
| **Upon obtaining MIC Approval for sub-lease agreement** | - | 25% | 25% |

(v) Kyaw Maw hereby acknowledges that the Deposit as stipulated under the table relating to Initial Fees for Land No. 1, Land No. 2, and Land No. 3 and part of the Initial Fees payable upon obtaining the Land Concession and entering into a sub-lease agreement as stipulated under the table relating to Initial Fees for Land No. 1 has been fully paid by the Company to Kyaw Maw 19.

In this regard, in case the Land Concession for Land No. 2 and/or Land No. 3 are not obtained or the sub-lease agreement for Land No. 2 and/or Land No. 3 are not entered into within 3 years from the date of approval of the sub-lease agreement by the MIC for Land No. 1 or the Company deems that it is unlikely that the Land Concession for Land No. 2 and/or Land No. 3 can or will be obtained or the sub-lease agreement for Land No. 2 and/or Land No. 3 can or will be entered into, Kyaw Maw 19 shall be obligated to promptly return or to promptly procure an Affiliate of Kyaw Maw 19 to return to the Company the deposit for Land No. 2 and/or Land No. 3 within thirty (30) days after its receipt of a written notice from the Company.

(vi) It is agreed by the Parties that the Initial Fees are paid or will be paid based on the assumption that terms of concession under the Land Concession or sublease under the sublease agreement and any extension or renewal thereof being valid and can be utilized by the Company for 70 years. In this connection, to the extent that the actual term is shorter than 70 years for whatsoever reasons, Kyaw Maw 19 and an Affiliate of Kyaw Maw 19 shall return the Initial Fees to the Company immediately for the portion that the Company not being able to utilize; provided that such returned amount shall be equivalent to the following formula:

(the total Initial Fees ÷ 70 years) × (70 years - numbers of years that have been utilized);

(vii) It is further agreed by the Parties that the Company shall be responsible for and make due and timely payment of commercial taxes that may be levied or assessed upon the Initial Fees whilst Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be responsible for and make due and timely payment of withholding taxes that may be levied or assessed upon the Initial Fees to the Relevant Authorities in Myanmar;

(viii) In addition to the Initial Fees, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be entitled to charge the Company for the annual land tax paid to the Relevant Authorities as required by Myanmar laws; provided, however, that (i) the annual land tax the Company is obligated to pay to Kyaw Maw 19 or an Affiliate

of Kyaw Maw 19 shall not exceed MMK1,250 or USD1 per an acre as the Company deems appropriate; and (ii) an duly invoice together with an evidence of payment must be issued to the Company for any amount paid for such tax. It is agreed that, in any case, for the first three (3) years of the lease term and every first three (3) years of the renewal or extension of lease term, such land tax shall be waived by Kyaw Maw 19 or an Affiliate of Kyaw Maw 19;

(ix) It is further agreed by the Parties that Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be responsible for and make due and timely payment of commercial taxes and withholding taxes that may be levied or assessed upon the annual land taxes to the Relevant Authorities; and

(x) In case the Land Concession is transferred to the Company or each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) is sub-leased to the Company, Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall enter into a service agreement with the Company in compliance with the following terms and conditions:

(a) term of services for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) shall be the same term of the Land Concession or land sub-lease, including any renewal thereof for each of Land No. 1, Land No. 2, Land No. 3 or any Future Land(s) to the extent permitted by Myanmar laws;

(b) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be entitled to the annual service fees which shall be based on the lesser of (i) the actual land area being sub-leased to the Company; or (ii) the land area specified in each Land Concession (the "**Annual Service Fee**");

For the purpose of service agreements, the Annual Service Fee shall be made in either MMK or USD currency as the Company deems appropriate and shall be calculated as follows:

| **Project Lands** | **Service Year** | **Annual Service Fee (an acre per year)** |
|---|---|---|
| **Land No.1, Land No.2, and Land No.3** | Year 4th to 6th (total: 3 years) | MMK 3,250 or USD 2.4 |
| | Year 7th to 9th (total: 3 years) | MMK 2,500 or USD 1.85 |
| | Year 10th to 50th (total: 41 years) | MMK 5,000 or USD 3.70 |

provided, however, that a duly invoice must be issued to the Company. For the avoidance of doubt, it is agreed that, in any case, for the first three (3) years of the service term and every first three (3) years of the renewal or extension of service term, such service fees shall be waived by Kyaw Maw 19 or an Affiliate of Kyaw Maw 19;

(c) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 shall be responsible for and make due and timely payment of commercial taxes and withholding taxes that may be levied or assessed upon the Annual Service Fee to the Relevant Authorities; and

(d) Kyaw Maw 19 or an Affiliate of Kyaw Maw 19 complies with all applicable conditions and laws to provide services."

**2 Confirmation and Incorporation**

2.1 Except to the extent supplemented, varied or amended by the provisions of this Supplemental Agreement, the terms and conditions of the JVA are hereby confirmed and shall remain in full force and effect.

2.2 The JVA and this Supplemental Agreement shall be read and construed as one document and this Supplemental Agreement shall be considered to be part of the JVA and, without prejudice to the generality of the foregoing, where the context so allows, all references in the JVA to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar effect, shall be read and construed as references to the JVA as amended, modified or supplemented by this Supplemental Agreement.

2.3 For the avoidance of doubt, nothing in this Supplemental Agreement shall affect any accrued rights or interests of the Parties under the JVA existing immediately prior to the date of this Supplemental Agreement.

**3 Miscellaneous**

**3.1 Amendments and Modifications**

This Agreement shall not be modified, amended or changed in any respect except in a writing duly signed by the Parties hereto, and each Party hereby waives any right to amend this Agreement in any other way.

**3.2 Governing Law**

This Supplemental Agreement is governed by and shall be construed in accordance with the laws of Singapore, exclusive of conflicts of laws principles.

**3.3 Counterparts**

This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**3.4 Costs**

Except where this Supplemental Agreement or the relevant document provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Supplemental Agreement and of each document referred to herein.

*[Signature page follows]*

IN WITNESS WHEREOF the Parties have made and entered into this Supplemental_Agreement as of the day and year first above written.

**Sing Khon**
Name: Mr. Prapol Phornprapha
Title: Authorized Representative

**Mr. Prapol Phornprapha**

**Mr. Kawee Nganthavee**

**Kyaw Maw 19**
Name: Mr. Kyaw Min Lwin
Title: Authorized Representative

KYAW MAW 19 ENTERPRISE MANUFACTURING CO., LTD.

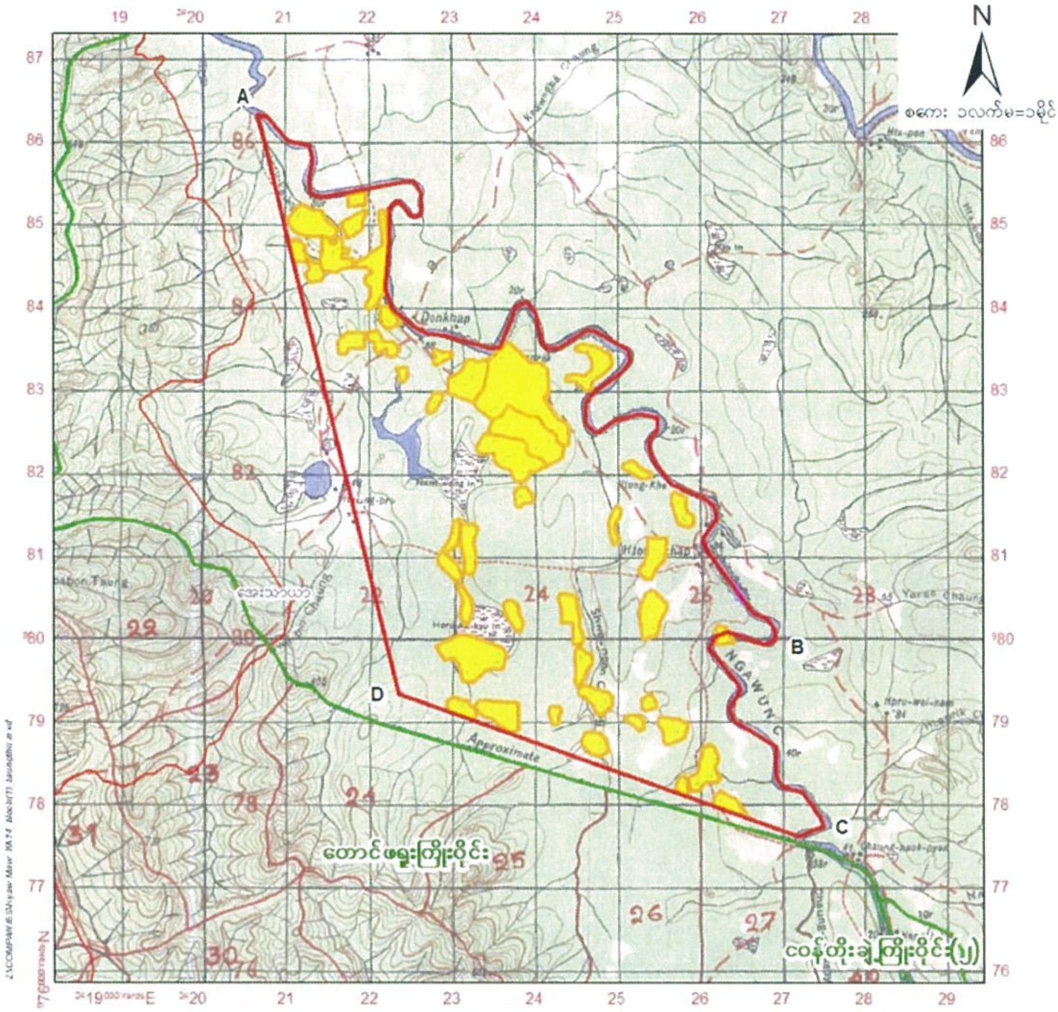
**WITNESS**
Name: Mrs. Angkana Somchue

**WITNESS**
Name: Mr. Prommest Khunakornweerakul

## Schedule 1

**Layout of Land No. 1**

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၄၈၆၄)ဧက၏ တည်နေရာပြမြေပုံ




| ရည်ညွှန်းချက် | |
|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | |
| လျှောက်ထားသည့်ဧရိယာ | ၄၈၆၄ ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၉၆၉ ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၃၈၉၅ ဧက |
| လမ်း | |
| မြစ်/ချောင်း | |
| ကျေးရွာ | |

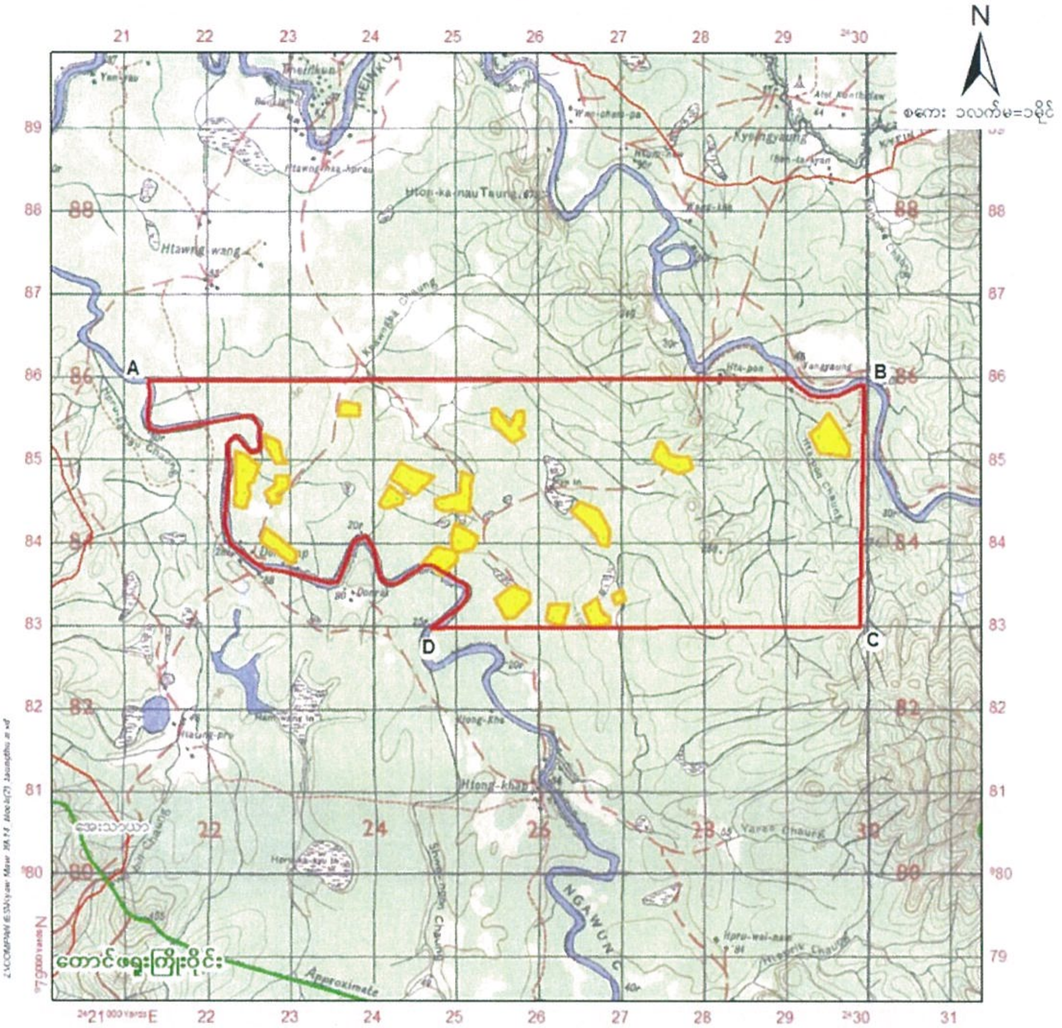
မြေပုံညွှန်း - 96 M/1

A - 206864
B - 269800
C - 275777
D - 223793

**Schedule 2**

**Layout of Land No. 2**

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၄၄၀၉)ဧက တည်နေရာပြမြေပုံ




| ရည်ညွှန်းချက် | | |
|---|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | | |
| လျှောက်ထားသည့်ဧရိယာ | ၄၄၀၉ | ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၂၇၁ | ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၄၁၃၈ | ဧက |
| လမ်း | | |
| မြစ်/ချောင်း | | |
| ကျေးရွာ | | |

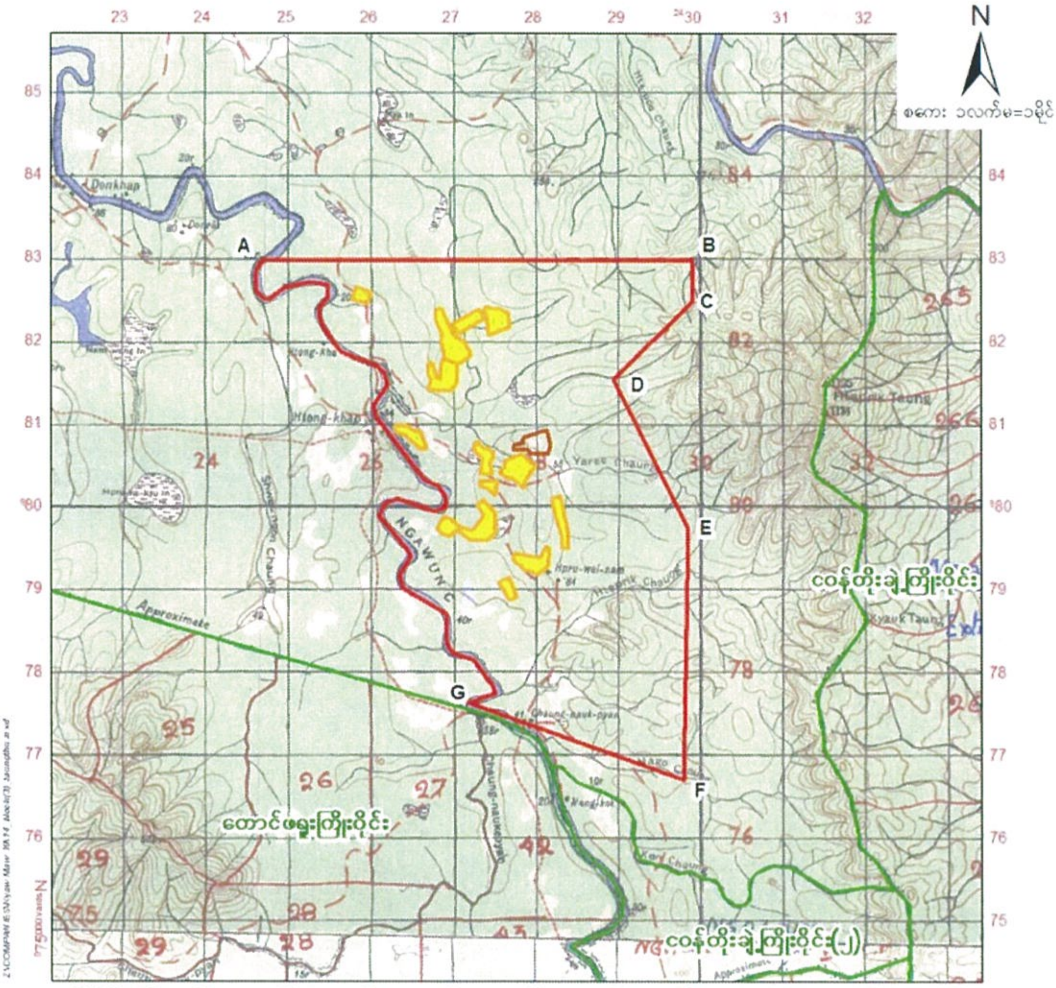
မြေပုံညွှန်း - 96 M/1

A - 212860
B - 300860
C - 299830
D - 246830

## Schedule 3

### Layout of Land No. 3

တနင်္သာရီတိုင်းဒေသကြီး၊ မြိတ်ခရိုင်၊ တနင်္သာရီမြို့နယ်၊ သိန်ခွန်းကျေးရွာအုပ်စုအတွင်း
KYAW MAW 19 ENTERPRISE MANUFACTUREING COMPANY LIMITED မှ
စက်မှုသီးနှံ(ဆီအုန်း)စိုက်ပျိုးရန်လျှောက်ထားသည့် မြေဧရိယာ(၃၉၄၅)ဧက၏ တည်နေရာပြမြေပုံ




| ရည်ညွှန်းချက် | |
|---|---|
| ကြိုးဝိုင်းနယ်နိမိတ် | |
| လျှောက်ထားသည့်ဧရိယာ | ၃၉၄၅ ဧက |
| တောင်သူလုပ်ကွက်ဧရိယာ | ၁၆၄ ဧက |
| ဘုန်းကြီးကျောင်းပေါင်း | ၂၀ ဧက |
| စိုက်ပျိုးရန်ကျန်ရှိဧရိယာ | ၃၇၆၁ ဧက |
| လမ်း | |
| မြစ်/ချောင်း | |
| ကျေးရွာ | |

မြေပုံညွှန်း - 96 M/1

A - 246830
B - 299830
C - 299825
D - 290815
E - 298797
F - 298767
G - 271776

MA 149745

REPUBLIC OF THE UNION OF MYANMAR

**PASSPORT**



Type
PJ

Country code
MMR

Passport No
MA149745

Name
KYAW MIN LWIN

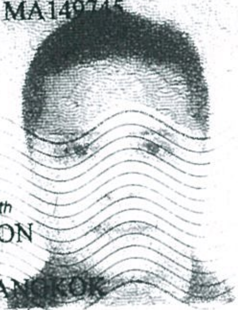
Nationality
MYANMAR

Date of birth
19 JUL 1965

Sex
M

Date of issue
18 FEB 2016

Date of expiry
17 FEB 2021



Place of birth
YANGON

Authority
ME, BANGKOK

Holder's signature

PJMMRKYAW<MIN<LWIN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

MA149745<0MMR6507198M2102171<<<<<<<<<<<<<<<2

3

FEE PAID

Passport No.
AA3595147

ENDORSEMENTS

I890051
APR 2010



Thailand

PASSPORT

Type / ประเภท P | Country Code / ประเทศ THA | Passport No. / หนังสือเดินทางเลขที่ AA3595147



Surname / นามสกุล
NGANTHAVEE

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. KAWEE

Name in Thai / ชื่อภาษาไทย
นาย กวี งานทวี

Nationality / สัญชาติ
THAI

Date of birth / วันเกิด
03 NOV 1970

Identification No. / เลขประจำตัวประชาชน
3839900426573

Sex / เพศ
M

Height / ส่วนสูง
1.75

Place of birth / สถานที่เกิด
PHUKET

Date of issue / วันที่ออก
27 OCT 2014

Issuing Authority / ออกให้โดย
MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ
26 OCT 2019

Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THANGANTHAVEE<<KAWEE<<<<<<<<<<<<<<<<<<<<<<<<

AA35951476THA7011030M1910267383990042657 3<70

22/5/2017

Passport No.
AA3022604
รายการบันทึก
ENDORSEMENTS



**Thailand**

PASSPORT
หนังสือเดินทาง



| | | |
|---|---|---|
| Type / รหัส<br>P | Country Code / ประเทศ<br>THA | Passport No. / หนังสือเดินทางเลขที่<br>AA3022604 |

Surname / นามสกุล
PHORNPRAPHA

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. PRAPOL

Name in Thai / ชื่อภาษาไทย
นาย ประพล พรประภา

| | | |
|---|---|---|
| Nationality / สัญชาติ<br>THAI | Date of birth / วันเกิด<br>14 NOV 1973 | Identification No. / เลขประจำตัวประชาชน<br>3100700116463 |
| Sex / เพศ<br>M | Height / ส่วนสูง<br>1.77 | Place of birth / สถานที่เกิด<br>BANGKOK |
| Date of issue / วันที่ออก<br>19 JUN 2014 | | Issuing Authority / ออกให้โดย<br>MINISTRY OF FOREIGN AFFAIRS |
| Date of expiry / วันที่หมดอายุ<br>18 JUN 2019 | | Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง |

2

P<THAPHORNPRAPHA<<PRAPOL<<<<<<<<<<<<<<<<<<<<<<

AA30226047THA7311143M1906187310070011646<06

# SERVICE AGREEMENT

Between

**Green Plam Oil Plantation Company Limited**

And

**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

**[•] 2018**

CHARIN associates

Charin & Associates Limited
16th Floor Unit 1609-1610, Park Ventures Ecoplex
57 Wireless Road, Lumpini, Pathumwan
Bangkok 10330 Thailand

**TABLE OF CONTENTS**

This Service Agreement (hereinafter referred to as "**Agreement**") is made on [4 December 2017].

**BETWEEN**

**(1)** **Green Palm Oil Plantation Company Limited**, whose registered office is at Level 8, Centrepoint Towers, No. 65 Sule Pagoda Road & Merchant Street, Kyauktada Township, Yangon Myanmar (hereinafter referred to as the "**Company**"); and

**(2)** **Kyaw Maw 19 Enterprise Manufacturing Company Limited,** whose registered office is at No 96, Shwe Yin Aye Kyaing Street, Hlaing Tharyar Industrial Extended Zone 5, Hlaing Tharyar Township, Yangon Myanmar (hereinafter referred to as "**Kyaw Maw 19**")

each of the parties hereto shall be referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**

(A) The Company is incorporated to engage in cultivation of oil palm nursery, operation of oil palm plantation and sale of the oil palm fruit in Myanmar as defined below (the "**Project**"); and

(B) The Company desires to appoint Kyaw Maw 19 to provide the Services (as defined below) and Kyaw Maw 19 desires to provide such Services for the Company under the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** the Parties agree as follows:

## 1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

| | | |
|---|---|---|
| **"Business Day"** | : | means a day (other than a Saturday, Sunday or a public holiday) on which banks in Thailand are open for general business during normal business hours. |
| **"Concession Certificate"** | : | means the concession certificate of the Project Land as detailed in ***Schedule 1*** ***(Concession Certificate)***. |
| **"Joint Venture Agreement"** | : | means the joint venture agreement dated 7 April 2017 entered into by and between Kyaw Maw 19, Sing Khon Palm Oil Pte. Ltd, Mr. Prapol Phornprapha and Mr. Kawee Nganthavee, including any amendments or supplemental agreements thereto. |
| **"Initial Term"** | : | shall have the meaning ascribed to it in Clause 4.1. |

| | | |
|---|---|---|
| **"Land No.1"** | : | means the lands as detailed in ***Schedule 2*** ***(Land No.1, Land No.2 and Land No.3)***. |
| **"Land No.2"** | : | means the lands as detailed in ***Schedule 2*** ***(Land No.1, Land No.2 and Land No.3)***. |
| **"Land No.3"** | : | means the lands as detailed in ***Schedule 2*** ***(Land No.1, Land No.2 and Land No.3)***. |
| **"MIC"** | : | means Myanmar Investment Commission. |
| **"Project"** | : | means the Company's business which involves in cultivation of oil palm nursery, operation of oil palm plantation and sale of the oil palm fruit in Myanmar. |
| **"Project Lands"** | : | mean Land No.1, Land No.2 and Land No.3, including other lands utilized for the Project, if any. |
| **"Each Project Land"** | : | means each of the Project Lands (either Land No.1, Land No.2, Land No.3, or any other lands utilized for the Project in the future, if any). |
| **"Services"** | : | mean the professional services in connection with the Project as described in Clause 3 to be provided by Kyaw Maw 19 to the Company under this Agreement. |

## 2. APPOINTMENT

2.1 The Company hereby agrees to appoint Kyaw Maw 19 to provide the Services, and Kyaw Maw 19 hereby agrees to accept the appointment and provide such Services set out in this Agreement exclusively to the Company.

2.2 Kyaw Maw 19 agrees to perform its obligations under this Agreement with due care of the professional service provider, and with expertise and experience on projects of similar magnitude and complexity, and as being a Company itself, for the benefit of the Company in accordance with instruction of the Company and the terms and conditions of this Agreement.

## 3. PROVISION OF SERVICES

The Services to be provided by Kyaw Maw 19 shall be as follows:

(a) providing guidance and assistance in interpreting and addressing Myanmar legal, political and regulatory issues, addressing local labor considerations and developing and maintaining domestic banking relationships in connection with the Project;

(b) providing assistance in obtaining relevant licenses and permits necessary for the Project granted by the relevant authorities in Myanmar to the Company and/or under the Company's name;

(c) providing assistance in obtaining land concessions granted by the relevant authorities in Myanmar to the Company and/or under the Company's name for utilizing the Project Lands, including procuring the Company to enter into the land lease/sub-lease agreement to be able to utilize the Project Lands;

(d) providing assistance in coordinating with the local residents living or using other lands within or next to boundary of the Project Lands including assistance in conciliating with such the local residents in case of occurrence of any disputes or claims relating to the Project and/or the Company; and

(e) any other services as required by the Company or to be agreed upon by the Parties.

## 4. TERM

4.1. This Agreement shall commence upon the date of this Agreement and, for each Project Land, shall continue to be valid and in effect for a period of fifty (50) years for Each Project Land after the date of approval of sub-lease agreement by MIC for Each Project Land (the "**Initial Term**"), unless terminated by the Company upon 30 (Thirty) days prior written notice to Kyaw Maw 19.

4.2. Following expiration of the Initial Term of Each Project Land as specified in Clause 4.1, this Agreement shall be automatically renewed for two (2) times with a period of ten (10) year term each time on the same terms and conditions as stipulated in this Agreement unless otherwise terminated by the Company upon 30 (Thirty) days prior written notice to Kyaw Maw 19.

The services period in this Clause 4.1 - 4.2 above shall be referred to in this Agreement as the "**Term**".

4.3. This Agreement shall automatically be terminated on the expiration or earlier termination of the Joint Venture Agreement or provided for under Clause 9 (Termination) of this Agreement.

## 5. SERVICE FEES AND PAYMENT TERM

5.1 In consideration of the Services provided by Kyaw Maw 19 hereunder, the Company shall pay to Kyaw Maw 19 the annual service fees (the "**Annual Service Fees**") based on the lesser of: (i) the actual land area of the Project Land being sub-leased to the Company under the sub-lease agreement, determined at the sole's discretion of the Company and shall be deemed final, conclusive and binding upon Kyaw Maw 19 or (ii) the land area specified in the Concession Certificate.

5.2 The Annual Service Fees shall be made in either MMK or USD currency as the Company deems appropriate and shall be calculated as follows:

| Project Lands | Year of Service | Annual Service Fee |
|---|---|---|
| Land No.1, Land No.2 and Land No.3 | 4th to 6th Year<br>(total: 3 years) | MMK 3,250 per Acre / per year<br>OR<br>USD 2.4 per Acre / per year |
| | 7th to 9th Year<br>(total: 3 years) | MMK 2,500 per Acre / per year<br>OR<br>USD 1.85 per Acre / per year |
| | 10th to 50th Year<br>(total: 41 years) | MMK 5,000 per Acre / per year<br>OR<br>USD 3.70 per Acre / per year |

Furthermore, the Parties irrevocably agree that the Annual Service Fees payable based on the above rates shall be inclusive of any applicable value added tax and commercial tax.

For avoidance of doubt, the Annual Service Fee shall be exempted for three (3) years after the date of approval of sub-lease agreement for Each Project Land by MIC and shall be applied in the 4th Year of the Service onwards. Notwithstanding the foregoing, concession term on any of the Project Lands is extended with the approval of the sub-lease agreement thereto by MIC or any relevant government authorities, the Annual Service Fee for Each Project Lands shall be exempted for three (3) years after the date of approval of sub-lease agreement of the extended concession term and shall be continually applied in the subsequent 4th Year of the Service onwards.

5.3 Unless the Annual Service Fees are exempted in accordance with the terms and conditions of this Agreement, Kyaw Maw 19 shall render an invoice for the Annual Service Fees of Each Project Land to the Company no later than the [NUMBER]th calendar day after each anniversary of the date of approval of sub-lease agreement by MIC for Each Project Land. Such invoice shall be paid by the Company to Kyaw Maw 19 by bank remittance to the bank account of Kyaw Maw 19 to be designated by Kyaw Maw 19, or other methods as agreed by the Parties within [NUMBER] days after the date of such invoice (the "**Payment Date**").

If the Payment Date is non-Business Day, then the payment shall be made on or before the next Business Day.

5.4 The Annual Service Fees and any other payments referred to in this Agreement shall be inclusive of any value added tax (VAT) or any commercial tax (if applicable).

## 6. KYAW MAW 19'S COVENANTS

During the Term of this Agreement, Kyaw Maw 19 hereby covenants to the Company that Kyaw Maw 19 shall, provided that the Company duly pay the Annual Service Fees under this Agreement:

(a) ensure that the Company obtains relevant licenses and permits necessary for the Project;

(b) comply with all present and future applicable laws relating to the Project;

(c) be liable for loss or damage of the Project and caused by Kyaw Maw 19's failure to exercise such care in regard to the Service as a professional service provider would exercise under

like circumstances; and

(d) promptly notify the Company of any loss or damage, or threaten or potential claims, howsoever caused, to the Project.

## 7. FORCE MAJEURE

7.1 Subject to the provisions hereof, neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of the same is delayed or prevented by Force Majeure (as defined below).

For the purposes of this Clause, "**Force Majeure**" shall mean any event the happening or pernicious result of which could not be prevented even though a person against whom it happened or threatened to happen where to take such appropriate care as might be expected from him in his situation such as Act of God, acts of government, acts of war (declared or undeclared), hostilities, riot, civil commotion or unrest, military action, insurrection, fire incendiaries, explosion, embargo, interruption of transportation due to Force Majeure events.

7.2 Either Party shall have the right, by giving notice to the other Party under Clause 7.3 of this Agreement, to suspend performance of its obligations hereunder in whole or in part upon the occurrence of the Force Majeure.

7.3 The Party claiming Force Majeure shall give the other Party notice thereof as soon as practicable. Such notice shall include a brief description of the event or circumstances of the Force Majeure, the portion (where applicable) of this Agreement affected and an estimate of the anticipated delay.

7.4 In the event that the performance of this Agreement by either Party is suspended for a continuous period of more than three (3) months in accordance with a notice given under Clause 7.3 hereof, then the other Party may terminate this Agreement by notice in writing to the other Party.

## 8. EVENT OF DEFAULT

In case either the following events occur, it shall be deemed as the Event of Default:

(a) Kyaw Maw 19 fails to obtain relevant licenses and permits pursuant to Clause 3(b), and/or obtain land concessions and/or procure the Company to enter into the land lease/sub-lease agreement pursuant to Clause 3(c).

(b) The Company fails to make a payment of the Annual Service Fees when due under this Agreement.

(c) Either Party fails to perform any of its obligations in material respect under this Agreement or commits a material breach of this Agreement, and (if capable of remedy) fails to remedy such breach within thirty (30) days after it receives a written notice specifying the default from the non-breaching party.

(d) Either Party is unable to pay its debts when due, in insolvency, becomes subject to absolute receivership under the court order, becomes bankrupted under the court order, is filed for bankruptcy, files the petition to the court or relevant governmental agencies for

rehabilitation or enters into liquidation.

## 9. TERMINATION AND CONSEQUENCES OF TERMINATION

9.1. Termination

(a) In case of Event of Default, the non-breaching party is entitled to (i) postpone the fulfillment of its obligations under this Agreement until such Event of Default has been remedied and satisfactory assurances have been provided by the breaching party or (ii) terminate this Agreement immediately by giving a written notice to the breaching party with immediate effect.

In case that the Event of Default has been occurred by the Company, its designated person is entitled to step-in to cure the Company and as assignee to this Agreement.

(b) In case of: (i) non-approval of land concession for any of the Project Land or the extension thereto; (ii) non-approval of sub-lease agreement by MIC for any of Each Project Land or the extension thereto; or (iii) non-renewal the Term of this Agreement by the Company, the Company is entitled to terminate this Agreement by giving a written notice to Kyaw Maw 19 at least [NUMBER] days prior to the effective termination date of the Service of Each Project Land.

(c) This Agreement may be terminated prior to the expiration of the Term by the Company without cause or if both Parties mutually agree in writing to terminate this Agreement.

9.2. Consequences of Termination

(a) In the event of termination of this Agreement by Kyaw Maw 19 prior to the expiration of the Term, with or without cause, Kyaw Maw 19 shall be liable for and shall compensate the Company for its loss and damages whatsoever caused by termination (including loss of profit) of this Agreement.

(b) The expiration or termination of this Agreement for any reason shall be without prejudice to the rights or remedies of either Party against the other Party and shall not relieve either Party of any of its obligations hereunder which accrued prior to the expiration or termination of this Agreement.

## 10. DUTIES UPON TERMINATION

In the event of the termination of this Agreement, the Company shall not be obliged to pay any Annual Service Fees or any payment to Kyaw Maw 19 thereafter, except the Annual Service Fees which have been due and owed to Kyaw Maw 19 for the actual Services rendered up to the date of termination.

## 11. INDEMNITY

11.1 Each Party shall defend, indemnify and hold harmless the other Party (and its affiliates, officers, directors, employees and agents) from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees, disbursements and expenses of litigation) resulting from or arising out of or in connection with any breach or failure of its performance or from any breach of its obligations under this Agreement, whether or not involving a third party claim.

11.2 This indemnity shall not be affected by and shall survive the termination of this Agreement.

## 12. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors, assignees, heirs, executors and administrators of the Parties.

## 13. ASSIGNMENT

13.1 Kyaw Maw 19 may not assign the benefit, or dispose of any of its rights or transfer any of its obligations under this Agreement to any person without the prior written consent of the Company.

13.2 The Company may not assign the benefit, or dispose of any of its rights or transfer any of its obligations under this Agreement to any person without the prior written consent of Kyaw Maw 19, except to its affiliates.

## 14. NOTICES & OTHER COMMUNICATIONS

14.1 Any notice, demand or other communication to be given by any Party under the Agreement shall be in writing and signed by or on behalf of the Party giving it, and in English language.

14.2 Any notice or other communication to the Parties shall be deemed duly given if delivered to the address of the Parties given in this Agreement by hand or registered post, notwithstanding whether any receipt is obtained.

## 15. AMENDMENT, WAIVER AND CONSENT

15.1 A provision of this Agreement may be waived, amended or supplemented only if both Parties agree in writing.

15.2 The failure by the Company to exercise, enforce or insist upon performance by Kyaw Maw 19 of any provision of this Agreement shall not constitute or be deemed a waiver of the Company's rights to enforce any or all part of this Agreement unless the Company explicitly waives such rights in writing.

15.3 If any provision of this Agreement is held to be invalid by any court with jurisdiction over it, or becomes void, the other provisions hereof shall remain separately valid and enforceable.

## 16. TAXES

16.1. Kyaw Maw 19 shall be responsible for and make due and timely payment of the commercial taxes and the withholding taxes to the proper taxing authority.

16.2. Unless otherwise specified hereunder, Kyaw Maw 19 shall be liable for any tax, levy, fee or duty payable under the laws, rules or regulations of Myanmar in respect of the Service Fees and its performance under this Agreement, including any tax in respect of the Project Lands.

16.3. Unless otherwise specified hereunder, the Company shall be liable for stamp duty (if any) and, if required by applicable laws, registration fee for registering a Sub-Lease Agreement for Each Project Land to the competent officers of Myanmar.

16.4. The Company shall be entitled to withhold any withholding taxes from the fees if required by applicable laws and regulations.

**17. COSTS**

Each of the Parties shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation and implementation of the Agreement and any other agreements incidental to or referred to in the Agreement.

**18. CONFIDENTIALITY**

To the extent required by laws, rules or regulations of the stock exchange or by any regulatory or governmental requirements or judgment or order, neither party shall disclose to any person the confidential information (other than their respective shareholders, board of directors, relevant employees and advisors on a need-to-know basis, and provided that such persons have agreed not to disclose such information) without the prior written consent of the other Party.

**19. SEVERABILITY**

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**20. APPLICABLE LAW AND DISPUTE RESOLUTION**

20.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

20.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary. ("**TAI Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The arbitration tribunal ("**Tribunal**") shall consist of (i) one (1) arbitrator for any claim less than USD100,000 as nominated and agreed by the Parties; or (ii) three (3) arbitrators for any claim more than USD100,000, where the Company and Kyaw Maw 19 shall select one (1) arbitrator each and the two so selected shall select a third arbitrator who shall be the presiding arbitrator of the Tribunal. If within fourteen (14) calendar days of a request from the other Party to do so a Party fails to nominate or agree on an arbitrator, or if the two arbitrators fail to nominate the third arbitrator within fourteen (14) calendar days after the appointment of the second arbitrator, the appointment shall be made, upon request of a Party, by the Thai Arbitration Institute, Office of the Judiciary in accordance with the TAI Rules. Any award of the Tribunal ("**Award**") shall be made in writing and shall be final and binding upon the Parties from the day it is made. The Parties undertake to carry out the Award without delay.

The seat of arbitration shall be Thailand, and the language of arbitration shall be English.

The Parties waive any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The Parties shall not be deemed, however, to have waived any right to challenge any Award on the ground that the Tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the Tribunal, the proceedings or the Award to the extent allowed by the law of the seat of arbitration. Nothing in this Clause shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

**THIS AGREEMENT** is made and signed in two identical copies in English. Both parties have read and understood this Agreement and affixed their signatures and companies' seals (if any) to this Agreement on the date first mentioned above.

**The Company**
For and behalf of
**Green Palm Oil Plantation Company Limited**

______________________________ ______________________________
( ) ( )

**Witness**

______________________________
( )

**Kyaw Maw 19**
For and behalf of
**Kyaw Maw 19 Enterprise Manufacturing Company Limited**

______________________________ ______________________________
( ) ( )

**Witness**

______________________________
( )

**Schedule 1**

**Concession Certificate**

**[•]**

## Schedule 2

**Project Land**

**[•]**

## Schedule 3

**Annual Service Fees**

**[•]**